

2009

LOCAL ADMINISTERED PROJECT (LAP) MANUAL



Revised October 2011

V1.0.08

Revisions

The Georgia Department of Transportation Local Administered Project (LAP) Manual will be periodically updated to appropriately reflect GDOT's and FHWA's policies and requirements. An entire chapter or any portion of one or more chapters of the Manual may be re-written and replaced at any time; however, the Manual will be reviewed annually for revisions and updated a minimum once per year. All revisions shall be submitted to FHWA for concurrence. The version and latest revision for each chapter will be listed in the revision table.

Date of revision	Revision made (Section #)	Requestor
10/31/11	Section 3.4 & 3.10	Johnny Quarles
10/31/11	Appendix E –Construction Engineering oversight (added)	Georgene Gary
10/31/11	Appendix G- Materials Testing (updated)	Georgene Gary
10/31/11	Appendix I- Invoice procedures for PM's (added)	Albert Shelby

PURPOSE

According to FHWA, Locally Administered Projects (LAP) by cities and counties in 45 States across the nation are estimated to involve \$6-8 billion in Federal-aid contracts. Annually, nearly 20% or 25% of the national Federal-aid program is now administered by local public agencies and in Georgia's Statewide Transportation Improvement Program 20.86% is currently shown as locally administered projects.

The purpose of the Local Administered Project Manual is to establish uniform practices for authorizing qualified Local Public Agencies (LPA) to manage certain core activities for Federal-aid funded projects. Under Title 23 U.S.C. the State Transportation Agencies are responsible for the administration of Federal-aid transportation projects. Title 23 U.S.C. does not recognize local entities as direct recipients of Federal-aid funds. Georgia Department of Transportation (GDOT) assumes the responsibilities of the Secretary of Transportation for all Federal-aid projects. GDOT stewardship includes the responsibility to assure local projects meet or exceed all applicable Federal and State laws, standards and requirements.

The roles and responsibilities of the Federal Highway Administration-Georgia Division (FHWA), GDOT and Local Governments are defined in this LAP Manual.

GDOT has created the GDOT Project Manager role, who will be the responsible organizational point of contact for defining Local Government qualifications, certification and Local Government Let Project coordination.

The GDOT Local Administered Project Manual will be in a state of review and revision as evolving Federal-aid project requirements come about. This LAP Manual will be placed on the GDOT webpage information center where revisions to the manual can be found. Questions, comments and recommendations are appreciated and encouraged.

Please visit the GDOT webpage at www.dot.ga.gov

To submit questions or comments specific to the GDOT Local Administered Project Manual and its contents send an e-mail to: lapm@dot.state.gov; or send comments to:

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*Chapter 10, 11, 12 and 13 of this Manual are **only** related to projects that are to be let by the Local Government as noted in Section 1.11 and 1.12

DEFINITIONS

Acceptance Testing – Sampling and testing performed to evaluate acceptability of the product (i.e. soils and aggregate classification, density testing, asphalt mixture testing, concrete air, slump, cylinders, etc). See STI Quick Guide.

Authorization of a Project - The process by which funds are approved for various stages of a project's development, such as design, right-of-way purchase, or construction.

American Association of State Highway and Transportation Officials (AASHTO) – An organization made up of state's Department of Transportation including Puerto Rico and the District of Columbia.

Benefit to Cost Analysis (BCA) - A tool for comparing the benefit and costs resulting from a transportation improvement typically through calculation of a benefit/cost ratio (b/c ratio). The BCA can be used to evaluate whether a project should be undertaken and what priority the project should hold.

CA (Certification Acceptance) – Is a program in which the GDOT, through a stewardship agreement, delegates some or all authority to a qualified local agency for approving project development and construction administration.

Concept – A consensus beginning recommendation, idea, or starting point of a transportation solution to an identified transportation need.

Concrete Certification – Field Concrete technician as certified by GDOT

Construction Work Program - A listing of State and Federally funded projects approved by the Transportation Board with one or more elements, Preliminary Engineering, Right-of-Way Acquisition, or Construction, scheduled in the current and next five (5) fiscal years.

Controlling Criteria – Those controlling design guidelines, as defined by AASHTO and accepted by the FHWA, that a project should be designed to meet using good engineering judgment. A design exception or variance will be obtained when one or more of these controlling criteria cannot be met.

Context Sensitive Design - Context Sensitive Design is a collaborative approach to design that weaves together design principles, environmental concerns and community quality of life into one complete package. It's balancing the concerns and desires of the community for their environment and way of life with the sound engineering practices endorsed by AASHTO. It is also firmly involving the public in the decision making process to encourage ownership and responsibility for the final product.

Cooperating Agency - As defined in the Council on Environmental Quality's (CEQ) Regulations for Implementing the Procedural Provisions of the NEPA, "any organization other than a lead agency which has jurisdiction by law or special expertise with respect to any environmental impact involved in ...[a] major Federal action significantly affecting the quality of the human

environment." The CEQ emphasizes that agency cooperation should begin early in the National Environmental Policy Act (NEPA) process.

Environmental Justice – The fair treatment and meaningful involvement of all people regardless of race, color, or economic status with respect to the development, implementation and enforcement of environmental laws, regulations and policies. Fair treatment means that no group of people shall bear a disproportionate share of the negative environmental impacts that result from a particular project or program and shall share in the benefits derived from such projects and programs.

Exempt Projects – A Federal aid project that is not subject to FHWA oversight. Exempt projects as used in this document, unless otherwise noted, do not refer to Air Quality Exempt. However, the FHWA retains approval authority for the environmental document. For further information concerning Exempt Projects.

Federal Emergency Management Agency (FEMA) – The Federal agency charged with the enforcement of Executive Order (EO) 11988. The primary function of the agency is to avoid long and short term adverse impacts associated with the occupancy and modification of floodplains and to restore and preserve the natural and beneficial values served by floodplains. The agency assesses floodplain hazards in all construction of Federal and Federally Aided buildings, structures, roads, or facilities, which encroach upon or affect the base floodplain.

Federal Highway Administration (FHWA) - The Federal Highway Administration (FHWA) is an agency of the U.S. Department of Transportation and is headquartered in Washington, D.C., with field offices across the United States. The FHWA administers the Federal-Aid Highway Program.

Federal Transit Administration (FTA) – The Federal Transit Administration is the federal agency that helps cities and communities nationwide provide mobility to their citizens. Through its grant programs, FTA provides financial & planning assistance to help plan, build, and operate rail, bus & para-transit systems. <http://www.fta.dot.gov>

FTA ITS Regulation – The FTA companion regulation to FHWA’s ITS Rule 940, which is functionally exactly the same as the FHWA rule, but it applies to federally funded transit projects.

Final Field Plan Review (FFPR) – A review of final plans and specifications, special provisions, permits, and right-of-way agreements. The Final Field Plan Review (FFPR) shall be held a minimum of 16 weeks prior to letting.

Fiscal Year – The State of Georgia fiscal year is July 1 to June 30. All budgets and state programs, including transportation plans, adhere to this fiscal year. The Federal fiscal year is October 1 to September 30.

Full Oversight Project - Those projects administered by the FHWA, for which the FHWA has full responsibility for review, approval and authorization. A Full Oversight Project was formally known as a “Non-CA” project.

Functional Classification - A grouping of roads, streets, and highways into an integrated system, within which, each roadway facility is ranked by its relative importance and function in providing access and mobility within the integrated system. Based on guidelines issued by FHWA, the Department ranks roadways as local roads, major or minor collectors, and minor or principal arterials. Functional Classification Systems are developed, in cooperation with local officials, for each county and city and submitted to the FHWA for approval.

Georgia Environmental Policy Act of 1991 (GEPA) – This act (Senate Bill 97) passed during the 1991 session of the Georgia Legislature, requires the evaluation and disclosure of environmental effects of proposed state (funded) actions. In general, a proposed action by a government agency must be assessed by the responsible official (the Commissioner is the responsible GDOT official) of that agency to determine and document whether or not the proposed action may significantly affect the quality of the environment. In the event of a determination of a significant adverse effect, the act requires an evaluation of the pros and cons of alternatives that would avoid the adverse impact as well as measures to minimize harm.

Georgia Erosion and Sedimentation Act of 1975 – A plan for the control of soil erosion and sedimentation resulting from a land-disturbing activity. Reference official Code of Georgia Annotated Volume 10 Title 12

Independent Assurance (IA) Testing – Unbiased and independent assessment of all sampling and testing procedures as further described in AASHTO Specification R-44. Standard Practice for Independent Assurance Programs.

Intelligent Transportation Systems (ITS) – An array of electronics, communications, or information processing used singly or in combination to improve the efficiency or safety of a surface transportation system.

Interchange Justification Report (IJR) - An analysis, prepared in accordance with FHWA guidelines, for any proposed new interchange on the Interstate System. The IJR is typically an Office of Planning activity prepared with the assistance of the Division of Preconstruction. Due to its nature, the IJR provides planning level information for a tentative location with the concept displayed on aerial photography. The Office of Planning submits the IJR to FHWA for consideration.

Interchange Modification Report (IMR) - An operational analysis, prepared in accordance with FHWA guidelines, for the addition of access points to an existing Interstate interchange. The IMR addresses Interstate access point changes that are needed to improve operations and safety of an existing interchange. The IMR is a Division of Preconstruction activity, prepared with the assistance of the Office of Planning. Due to its nature, the IMR is engineering oriented, providing detailed analyses and preliminary design plans. The Office of Planning submits the IMR to FHWA for consideration.

Let Date - The advertised date that construction bid proposals will be opened for GDOT projects. The Let Date is generally the end of the Plan Development Process. Also see Management Directed Let Date.

Local Government A county, municipality, city, town, township, local public authority, school district, special district, intrastate district, council of governments (regardless of whether the council of governments is incorporated as a nonprofit corporation under state law), regional or interstate government entity, or agency or instrumentality of a local government; an Indian tribe or authorized tribal organization, or Alaska Native village or organization; and a rural community, unincorporated town or village, or other public entity, for which an application for assistance is made by a state or political subdivision of a state.

Local Government Project Agreement (LGPA) – The LGPA delineates the local government’s role in advancing a project through design to construction. The local’s role may include such items as responsibility for design, public and private utility relocations, purchasing of right-of-way, letting, construction supervision, or construction. The LGPA also serves to indicate the local government’s support and financial commitment to the proposed project. The Office of Financial Management normally prepares the LGPA. As of 2006 see Project Framework Agreement (PFA).

Local Match – The portion of a projects cost paid for with local agency funds.

Location and Design Approval (L&D):

Federal Aid projects: Location and design approval is granted by the [FHWA](#) with their approval of the project’s environmental document acknowledging that the Department has selected an appropriate location and has committed to a specific design of the proposed project.

Location and Design Approval (L&D):

State Funded projects: Location and design approval is granted by the Chief Engineer with the certification that the Department has completed the required public involvement process, the [GEPA](#) documentation, has selected an appropriate location, and has committed to a specific design of the proposed project.

Logical Termini - A term used to describe the beginning and ending points of a proposed transportation improvement and whether the selection of these points has a rational basis when viewed in light of the project need and purpose. Federal regulations [23 CFR 771.111(f)] require that projects connect logical termini and be of sufficient length to address environmental matters on a broad scope; have independent utility- that is , be usable and be a reasonable expenditure even if no additional improvements are made in the area; we cannot consider adjoining projects if they are not included in the environmental document and we cannot create the need for other projects; and not restrict consideration of alternatives for reasonably foreseeable transportation improvements. The Department often includes several projects in one environmental document to satisfy the requirement for logical termini.

Major Project – A project that significantly changes the function of the facility being improved, or requires the acquisition of significant amounts of right-of-way, or has a significant impact on

abutting property, or has significant changes in travel patterns, or has significant social, economic, or environmental effects. A Major Project will not follow “Time Saving Procedures.” A Major Project will require a public hearing or the opportunity for a public hearing and Location and Design Approval.

Management Directed Let Date – The proposed let date assigned by the Director of Preconstruction for a preconstruction project. Also see Let Date.

Management Directed Right-of-Way Date – The proposed right of way authorization date assigned by the Director of Preconstruction for a preconstruction project.

Matching Funds – Projects that are partially funded with federal grants with a requirement for matching funds. For example, the Interstate Highway System was primarily built with a mix of 90% FHWA funds from the Highway Trust Fund and 10% matching state DOT funds.

Metropolitan Planning Organization (MPO) – A local government agency charged with the responsibility for the proper transportation planning of a metropolitan area. The MPO performs its mission through a series of committees composed of local professional planning staffs, GDOT planning and design staffs (in cases where the MPO crosses state lines, the DOT staffs of the affected states), local elected officials (both city and county), citizens, and public input.

Minor Project – A project that does not require a significant amount of right-of-way and whose environmental analysis can be accomplished with a “Categorical Exclusion.” Examples of projects that are generally considered minor are Bike/Pedestrian projects, TEA and Ride Sharing projects, Transit enhancements, Transportation studies using capital funds, Turn lane, Intersection improvements, Signal projects, Bridge rehabilitation, Bridge replacements, Signage, Lighting, Landscaping, Traffic barriers, Guardrail projects, Greenway projects, Recreational trail projects, and Maintenance resurfacing projects less than \$1million.

National Environmental Policy Act of 1969 (NEPA) – A Federal law requiring compliance with a variety of Federal environmental laws to insure that information on environmental impacts of any Federally funded action is available to public officials and citizens before decisions are made and before actions are taken.

National Highway System (NHS) –The NHS is an interconnected system of principal arterial routes which serve major population centers, international border crossings, ports, airports, public transportation facilities, intermodal transportation facilities, major travel destinations, national defense requirements and interstate and interregional travel. As of January 1999, the NHS contained 161,653 miles of highways, including all Interstate routes, a large percentage of urban and rural principal arterials, the defense strategic highway network, and major highway connectors.

Need and Purpose – A “Need and Purpose” statement should identify and describe the proposed action and the transportation problem(s) or other needs, which the action is intended to address (40 CFR 1502.13). This statement should clearly demonstrate that a “need” exists and should define the “need” in terms understandable to the general public.

Non-CA (Non-Certification Acceptance) Projects – This term is no longer used. See Full Oversight Project.

Overhead Subsurface Utility Engineering (SUE) Investigations – The engineering processes that involve managing certain risks associated with accurately and comprehensively identifying, characterizing, and mapping overhead and underground utility facilities. The major activities include utility records research, mapping, designating, utility impact analysis, locating, and data management. Other activities associated with this work are utility relocation design, coordination, and training. These activities, when coordinated with utility owners, Department personnel, and surveyors, provide high quality utility information for use during project development, design, and construction. These activities should conform to current standards and guidelines as described in FHWA and ASCE Subsurface Utility Engineering publications in conjunction with the Department’s current standards, guidelines, processes, and SUE scope of services.

Pavement Type Selection – See GDOT Asphalt Pavement Section Guidelines. <http://www.dot.ga.gov/doingbusiness/PolicyManuals/Roads/Pavement/Pavement%20Design%20Manual.pdf>

Phase Leader – Functional office that provides a specialized task.

Plans, Specifications, and Estimates (PS&E) – A plan, specification, and estimate review performed on all Full Oversight projects by the FHWA. The LG will prepare the PS&E package with input from the Project Manager.

Plan Presentation Guide (PPG) – A guide that sets forth the criteria for the appearance of construction plans. These criteria establish, define, and clarify procedures and standards for plans to be used by the Department. These criteria are not intended to establish design processes; rather, they are guidelines to assure that all drawings have a uniform appearance and include all pertinent information, avoid unnecessary information, and reflect high quality workmanship.

See [Plan Presentation Guide Web Site](#).

Preliminary Field Plan Review (PFPR) – A field review of the preliminary plans and draft special provisions conducted by or for the Office of Engineering Services prior to the development and approval of right-of-way plans. This review occurs after the approval of the environmental document. The emphasis of this review should be the coordination of right-of-way, utilities, bridges and walls, constructability, signs and signals, drainage, and appropriate environmental(including erosion control). For Major Projects, the approval of the Preliminary Field Plan Review (PFPR) Report defines the beginning of Final Design and the completion of the right-of-way plans.

Project Framework Agreement (PFA) - A binding legal agreement between the Department and the Local Government which contains straight forward project phase participation commitments.

Project Justification – An explanation of the alternatives that were evaluated during the planning process, an explanation of logical termini, and a statement of why the project is needed.

Project Manager – The person, in charge of a project who makes the day-to-day engineering decisions and is responsible for steering, coordinating, and managing a project through the Plan Development Process. The Project Manager must possess and maintain excellent communications and strong organizational skills to ensure projects are ready-to-let on time.

Project Nomination Review Committee (PNRC) – The committee, chaired by the Director of Planning, Data and Intermodal Development, appointed to review projects nominated for inclusion into the Department’s Construction Work Program. The committee consists of the Director of Construction, Director of Engineering, Director of Operations, Director of Planning, Data and Intermodal Development, Director of Field Districts, and as a non-voting member, the Chief Engineer. This committee was formerly called State Highway Improvement Plan (SHIP). See POLICY AND PROCEDURE 7120-4.

Project Schedule – The project schedule includes the planned start and finish dates, based on confirmed assignments and required resources, for each detail activity necessary for the completion of the Plan Development Process. The approved project schedule, called the schedule baseline, provides the basis for measuring and reporting schedule performance.

Project Team – The Preconstruction Project Team is composed of individuals assigned to the Project Manager that possess the various skills necessary to complete the development of a project from concept through final contract documents delivery.

Property Information Form (PIF) – A document submitted to the Historic Preservation Division (HPD) and the Federal Highway Administration (FHWA) which discusses the qualities and characteristics of a historic property and is used to determine whether a property not already listed in the National Register of Historic Places would qualify for listing. This document serves as the “Request for Determination of Eligibility” for historic properties.

Protective Buying – To purchase right of way in advance to protect the proposed roadway corridor of a programmed project against new development, thereby reducing future right of way and project costs.

Regional Transportation Plan (RTP) – A long range, multi-modal plan for defined geographic regions in the state. The RTP addresses the region’s transportation needs over a twenty (20) year period and is developed in cooperation with local, state and Federal planning partners and the general public. Federal regulations require regional transportation plans to ensure a transportation system that serves economic, mobility and accessibility needs, and in non-attainment areas to conform to federal air standards. A RTP must include a financial plan

demonstrating the consistency of proposed transportation investments with existing and projected sources of revenue. The RTP must be updated at least every three years.

Request for Determination of Eligibility (DOE) – Refers to a document submitted to the Historic Preservation Division (HPD) of the Georgia Department of Natural Resources and the FHWA. It discusses the qualities and characteristics of a historic property or site and is used to determine whether a site not already listed in the National Register of Historic Places would qualify for listing and thus require protection under Section 4(f) and consideration under Section 106. For historic properties, a Property Information Form (PIF) satisfies the requirement for a DOE.

Roadway Testing Technician (RTT) Certification – Certification for density testing for soils and asphalt, as certified by GDOT.

R.O.A.D.S. (Repository for Online Access to Documentation and Standards) – Refers to the centrally located, online access to GDOT design-related documents, standards, and applications. Included on the new web page: NEW GDOT Design Policy and Procedure Manuals, Electronic Data Guidelines, Plan Presentation Guide, Environmental Procedures Manual, Software specific files and documentation, etc.

Section 404 Permit – Authorization required by provisions of the Clean Water Act of 1977 before fill can be placed or dredging can take place in waters of the United States (includes wetlands, streams and open waters).

Section 404 (b)(1) Guidelines – Guidelines used to evaluate proposed discharges of dredged or fill material in waters of the United States as required by provisions of Section 404 of the Clean Water Act of 1977.

Section 4(f) – A provision of the USDOT Act of 1966 which requires that before land from a significant publicly owned park, recreation area, national wildlife refuge or any eligible historic site can be converted to a transportation use, it must be demonstrated that there is no feasible and prudent alternative to this use and that the project includes all possible planning to minimize harm.

Section 6(f) – A provision of the Land and Water Conservation Fund Act which requires that before land from a site which was purchased or improved with funds administered under this act can be converted to another use, the Secretary of the Interior must approve the conversion and replacement land must be provided.

Section 7 – A provision of the Endangered Species Act that requires the consideration of project impacts on federally threatened and endangered species and their designated critical habitat.

Section 106 – Refers to that section of the National Historic Preservation Act of 1966 which requires that with all Federal undertakings, consideration be given to the effects and the minimization of harm to historic resources (architectural and archaeological) that are listed in or eligible for listing in the National Register of Historic Places.

Specific Activity Agreement (SAA) - A binding legal agreement between the Department and the Local Government that contains current phase cost estimates and project activity deliverable schedules and may superseded PFA commitments due to real site condition changes or STIP commitment/schedule changes. See POLICY AND PROCEDURE 7120-3.

State Implementation Plan (SIP) – The SIP is prepared by the state designated agency (Environmental Protection Division [EPD] of the Department of Natural Resources) containing procedures to monitor, control, maintain and enforce compliance with National Ambient Air Quality Standards (NAAQS). Transportation plans must be in conformity with air quality goals established in the SIP. Conformity with the SIP is a condition of Federal funding of transportation capacity projects in non-attainment areas.

State Transportation Improvement Program (STIP) – The State Transportation Improvement Program includes a list of federally funded and state funded priority transportation project elements (Preliminary Engineering, Right-of-Way, or Construction) proposed to be carried out in the current and next three years (a 4 year plan). It is financially constrained (dollar value of projects programmed is equal to the anticipated revenues per program year), and includes projects consistent with the Statewide Transportation Plan. The STIP is approved by the FHWA and Federal Transit Administration (FTA) and includes all TIP projects as adopted by the Metropolitan Planning Organizations (MPO) and approved by the Governor.

Subject Matter Expert (SME) - The individual who exhibits the highest level of expertise in performing a specialized job, task, or skill within the organization; anyone with in-depth knowledge of the subject.

Time Saving Procedures – Procedures by which a project is advanced to the right-of-way authorization stage, eliminating the public hearing requirements and the approval of a location and design report. Time Saving Procedures are appropriate for those projects for which the right-of-way requirements are not significant and a “Categorical Exclusion” is the appropriate level of environmental analysis. A statement of the appropriateness of time saving procedures will be addressed in the project Concept Report.

TPro – The project management, reporting, and scheduling system portion of the Transportation Information System (TIS) used by GDOT to effectively utilize personnel, fiscal and material resources. TPro is sometimes referred to as the “Project Management System.”

Traffic Engineering Report - A document based on a detailed evaluation and study of an ‘at-grade’ intersection based on current traffic volumes, existing lane configurations, identification of problems associated with traffic control, road geometry (turn lanes), sight distance issues, and accident data evaluation. The report will include a signal warrants analysis and concept signal design (if warranted). Existing condition sketches and figures for any proposed modifications will also be included.

Transportation Explorer (TREN) – Transportation Explorer (TREN) is a web application that connects to the following GDOT databases: Transportation Projects (TPro), Bridge Inventory Maintenance and Management Systems (BIMMS), FleetAnywhere Traffic Interruptions Reports

(TIR), Roadway Characteristics (RCFILE), Geographic Information System (GIS), and Design Store. These databases contain maps, reports, photos, and plans all accessible through TREN. All of the information shown in TREN is directly from queries to the databases in real-time.

Transportation Improvement Program (TIP) – The Transportation Improvement Program is a short term document covering at least 3 years. The current year plus the next 2 years in the urbanized areas of the State. It is financially constrained, conforming to the State Implementation Plan (SIP) in air quality non-attainment areas and updated at least every 2 years. The TIP includes the list of priority project elements (Preliminary Engineering [PE], Right-of-Way [R/W], and Construction) to be carried out in each program year. Projects included in the TIP must be consistent with the Transportation Plan adopted by the Metropolitan Planning Organization (MPO). The Governor approves each TIP.

Utility - All privately, publicly, or cooperatively owned water distribution and sanitary sewer facilities, and systems for producing, transmitting or distributing communication, cable television, power, electricity, light, heat, gas, oil, crude products, steam, waste and storm water not connected with highway drainage, including river gauges, fire and police signals, traffic control devices (including Intelligent Transportation Systems), and street lighting systems, which directly or indirectly serve the public or any part thereof. The term "utility" may also be used to refer to the owner of any above described utility or utility facility. Please note that a utility owner may include an individual owning property on both sides of a particular roadway with a water service, irrigation line or communication cable crossing the road. They may not be known to the Utilities Protection Center or utility office. Therefore, the Project Manager, right-of way appraiser and others attending the field reviews should look for this situation because the individual lines are often overlooked leading to delays on construction. Information should be forwarded to the District Utilities Engineer for coordination.

Value Engineering (VE) – Value Engineering is the systematic application of recognized techniques by an independent multi-disciplined team to identify the function of a product or service, establish a worth for that function, generate alternatives through the use of creative thinking, and provide the needed functions to accomplish the original purpose of the project, reliably, and at the lowest life-cycle cost without sacrificing safety, necessary quality, and environmental attributes of the project.”

Verification Testing – Sampling and testing performed to verify the contractors test results (i.e. asphalt mixture testing).

ACRONYMS

AADT – Average Annual Daily Traffic

AAWT – Average Annual Weekly Traffic

AASHTO – American Association of State Highway and Transportation Officials
(<http://www.transportation.org>)

ADA – Americans with Disabilities Act

ADT – Average Daily Traffic

AHI – Adjusted Hazard Index

ATR – Automated Traffic Recorder

AWT – Average Weekly Traffic

C-D – Collector-Distributor

CDR – Collector Distributor Road

CFR – Code of Federal Regulations

CORSIM – Corridor Simulation Software

CWP – (GDOT) Construction Work Program

DBA – Decibels, A-Scale

DHV – Design Hour Volume

DTM – Digital Terrain Model

FAA – Federal Aviation Administration
(<http://www.faa.gov>)

FDR – Freeway Distributor Road

FFPR – (GDOT) Final Field Plan Review

FHWA – Federal Highway Administration
(<http://www.fhwa.dot.gov>)

FRA – Federal Railroad Administration
(<http://www.fra.dot.gov/>)

GDOT – Georgia Department of Transportation
(<http://www.dot.ga.gov>)

GLA – Gross Leasable Area

GRIP – Governor’s Road Improvement Program
(<http://www.dot.ga.gov/informationcenter/program/roadimprovements/GRIP/Pages/GRIPFactsandMap.aspx>)

GRTA – Georgia Regional Transportation Authority
(<http://www.grta.org/>)

HCM – Highway Capacity Manual (see **References** for additional information)

HCS – Highway Capacity Software
(<http://mctrans.ce.ufl.edu/hcs/>)

HOV – High Occupancy Vehicle

IA – Independent Assurance

ISTEA- Intermodal Surface Transportation Equity Act
(http://www.bts.gov/laws_and_regulations/)

ITE – Institute of Transportation Engineers
(<http://www.ite.org/>)

L/A – Limited Access

LARP – Local Assistance Road Program

MPO – Metropolitan Planning Organization

MUTCD – Manual on Uniform Traffic Control Devices (FHWA) see **References** for additional information

NHS – National Highway System

OCGA – Official Code of Georgia (<http://www.lexis-nexis.com/hottopics/gacode/default.asp>)

OES – (GDOT) Office of Environmental Services

OMR – GDOT’s Office of Materials and Research.

PDP – (GDOT) Plan Development Process

PE – Preliminary Engineering

PFPR – Preliminary Field Plan Review

PHV – Peak Hour Volume

PM – Preventive Maintenance

PNRC – Project Nomination Review Committee

QPL – (GDOT) Qualified Products List

RCInfo – Roadway Characteristics Information

RDG – (AASHTO) Roadside Design Guide (https://bookstore.transportation.org/item_details.aspx?ID+148)

ROW – Right-of-Way

RTT – Roadway Testing Technician as certified by GDOT

RTV – Right Turn Volume

SPUI – Single Point Urban Interchange

SRTA – State Road and Tollway Authority

STARS – (Georgia) State Traffic and Report Statistics (http://www.dot.ga.gov/dot/plan-prog/transportation_data/TrafficCD/index.shtml)

STI – GDOT Sampling, Testing and Inspection Manual which is located on the GDOT website under “The Source”.

STIP – State Transportation Improvement Plan.

SWTP – Statewide Transportation Plan (<http://www.dot.ga.gov/dot/plan-prog/planning/swtp/index.shtml>)

TIP – Transportation Improvement Program

TMOS- Testing Management Operations Supervisor

POLICY AND PROCEDURE – Transportation Online Policy and Procedure System (<http://www.dot.ga.gov/Policy and Procedure/index.shtml>)

UAM – (GDOT) Utility Accommodation Policy and Standards Manual. (<http://www.dot.ga.gov/doingbusiness/utilities/Pages/manual.aspx>)

VT – Verification Testing

CHAPTER 1: OVERVIEW OF LOCAL ADMINISTERED PROJECTS

1.1 FHWA-GDOT ROLE FOR A LOCAL GOVERNMENT ADMINISTERED PROJECT

The Georgia Department of Transportation (GDOT) assumes the responsibilities of the U.S. Secretary of Transportation for all projects not on the National Highway System for design, plans, specifications, estimates, contract awards, and inspection of projects. Title 23 U.S.C. does not recognize local entities as direct recipients of Federal funds and GDOT is not relieved of these responsibilities by authorizing performance of work by a Local Government (LG). A LG, viewed in Federal regulations as a sub-recipient of Federal funds, must be determined by GDOT to have adequate delivery systems for the project and sufficient accounting controls to properly manage Federal funds. If the LG elects to use a consultant to meet its Federal-aid project responsibilities, the LG will provide a full time public employee to be in responsible charge.

Note: In general, this GDOT Local Administered Project Manual applies to all Federal-aid projects. However, projects funded by Transportation Enhancement, Scenic Byways, CMAQ and Safe Route to Schools Programs do not require the LG to be Qualification Certified. These projects are administered in accordance with the GDOT requirements found at: [TE Sponsor Guidebook](#) for Enhancement; the [Designation Process](#) for Scenic Byways; and, www.dot.state.gov/srts/index.shtml for Safe Routes to Schools program. The Congestion Mitigation and Air Quality Improvement Program (CMAQ) funds have unique eligibility and emissions reporting requirements. Information concerning the CMAQ Program may be found at the following website: <http://www.dot.state.gov/localgovernment/FundingPrograms/cmaq/Pages/default.aspx>. The GDOT Office of Program Delivery should be contacted early regarding Federal requirements related to the Transportation Enhancement Program, Scenic Byway Program, Safe Route to Schools Program and CMAQ-funded projects.

1.2 Project Initiation

A project is identified through planning studies conducted by the GDOT Office of Planning Office or the Metropolitan Planning Organizations for the large urban areas of the state. This Office manages the development of planning studies for new capital projects and the public information process. Planning studies can range from development of need and purpose statements to specific project implementation plans. All of these project planning activities rely on input from citizens and their elected officials, and must be in agreement with the goals and objectives of municipal, county and regional governments. The Office of Planning manages the State Transportation Improvement Program (STIP). The STIP is a multi-year capital improvement program which contains information on all programmed projects receiving Federal funds in the state of Georgia. Project schedules for plan development, funds authorization, and lettings must conform to the phase, estimates and program funding as included in the Federally approved STIP.

1.3 Local Government Prequalification

In order to administer a project, the Georgia Department of Transportation requires LG to possess an adequate organizational structure, experienced employees, and processes for project development that promotes on time project delivery. These considerations apply to more than just the specific disciplines associated with design and construction, but also general aspects of stewardship related to public business practices, right of way, fiscal accountability, and other applicable responsibilities associated with State and Federal funding.

1.4 GDOT and Local Government Project Agreements

There are several agreements that LG will receive and need to execute during project development and construction. Each LG desiring to administer a Federal project must first submit a LG **Qualification Certification Agreement** (See [POLICY AND PROCEDURE 2410-1](#)) for review and approval. Second, for each project added to the Program the LG will receive a GDOT **letter of notification** agreement. Third, a more detailed **Project Framework Agreement** will be submitted to the LG for execution prior to the start of major plan development activities. Finally, if applicable, additional **Specific Activity Agreements** addressing issues such as right-of-way, utility, construction or maintenance/operations will be required to define more specific commitments. (Reference [POLICY AND PROCEDURE 7120-3](#))

1.5 Consultants

Each LG must adhere to the Brooks Act Federal guidelines for consultant selection. The LG may engage a consultant to perform architectural, engineering, environmental, right-of-way, and related services needed to develop and deliver a Federal-aid project if the LG provides a full time public employee to be in responsible charge, who will serve among various duties as the liaison between the consultant and the GDOT Project Manager. Every LG selected consultant must be pre-qualified by GDOT.

1.6 Plan Development Process

The Plan Development Process commences with the authorization of Preliminary Engineering Funds (PE), continues through Right of Way Acquisition (if applicable) and ends when the construction funds are authorized.

The first phase is to develop the concept and conduct the special studies to identify environmental resources, especially the location of protected waters and species, cemeteries, and determine the eligibility of historic resources. The objective of the concept studies is to determine an alignment that meets the need and purpose identified in the planning studies; minimize adverse impacts to environmental resources; minimize the costs for the project; identify the stakeholders and the scope of public involvement, and produce a Concept Report. All environmental work shall be done in accordance with the GDOT Environmental Procedures Manual which is located at:

<http://www.dot.ga.gov/doingbusiness/PoliciesManual/roads/Pages/EnvironmentalProceduresManual.aspx>

1.7 Preliminary Design

Preliminary Plans development begins after the approval of the Concept Report and continues up to the point of beginning the final right-of-way plans. Coordination with state and Federal environmental resource agencies continue so that commitments and mitigation to protect the significant environmental resources become known. The appropriate environmental documents are developed and approved. The proposed design is developed and will address all of the elements of the project area such as the existing transportation facilities, developed property, utilities, and drainage. The objectives of this phase are to determine the fullest extent of the right of way to be needed and to gain approval of the environmental documents prior to beginning any right of way phase or final design activities. A preliminary field plan review, determines the constructability of the project within the right-of-way and easements established for the project cleared through the environmental document. *NOTE: Violation of any of the requirements may jeopardize all or part of the project's eligibility for Federal funding. In addition, no project will be advertised for bids, nor will any project right of way or construction work be undertaken, and no materials will be purchased on any Federal-aid project prior to Federal-aid funding authorization approval from GDOT and FHWA. Violation of this requirement will result in the project being ineligible for Federal funding and the LG liable for the total cost of accrued project expenditures to that point.* Upon approval of all environmental documents by GDOT and FHWA, the project is cleared for the GDOT Project Manager to request right of way

Federal funding to be authorized and upon FHWA right of way phase authorization all right of way phase activities may begin by the LG.

1.8 Final Design

Chapter 5 Plan Development Process (PDP) details the Final Design activities. LG final design cannot proceed prior to environmental approval by GDOT and FHWA. Note that, if any changes are made to the project footprint during the final design phase, the environmental impacts must be reevaluated immediately at the time of the change. Approval of the construction funding and the letting will be delayed until such time the environmental reevaluation is approved by GDOT and FHWA.

1.9 Local Government Right of Way Acquisition

If Federal funds are involved in any phase of a project, compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 is required. The GDOT Acquisition Guide for Local Public Agencies and Sponsors manual provides the right of way acquisition process. A right of way certification letter of compliance is required from the LG with the PS&E submittal package to the GDOT Project Manager.

1.10 Utilities & Railroads

The LG must perform utility relocation activities in compliance with 23 CFR Part 645; Title 32, Official Code of Georgia Annotated; and, the GDOT Utility Accommodation Policy and Standards Manual, current edition. The LG provides certification that all utility facilities have been appropriately relocated or conflicts resolved so as not to interfere with construction activities. A reimbursable cost utility agreement with each utility owner is required. If relocations are reimbursable, a letter stating that all coordination and agreements, if required, have been completed in accordance with all before mentioned requirements must be submitted to the GDOT District Utility Office.

Early railroad coordination is essential for any railroad near or within the project limits. Involvement requires the LG to submit preliminary and final plans to the railroad for their approval and to obtain a railroad agreement with each owner. All railroad coordination with GDOT will be with the State Utility Office at the GDOT General Office location.

1.11 Construction by GDOT

The Local Government shall submit all plans and information to the Department following the PDP, Chapter 7 for letting of the project. GDOT has the policies, administrative programs, personnel and equipment in place to administer construction of the federal –aid program and by default will let all Federal-aid projects except those noted specifically below.

Projects which may be let by Local Governments include:

- Transportation Enhancements
- Off-System Lump Sum Safety projects
- High Risk Rural Roads Lump Sum Safety Projects
- Railroad projects (Force Accounts)
- Lighting projects

Any projects that do not meet these criteria shall require prior approval by the Department’s Director of Construction and Chief Engineer to be let by the LG. This approval must be requested through the Project Manager. The Local Government must also be LAP Construction Certified before requesting approval to let any projects not noted in the list above.

1.12 Lettings, Bid Review and Awards By Local Governments

Project types which are noted in Section 1.11 or other projects specifically approved by the Director of Construction and the Chief Engineer may be let by the LG. Lettings by the LG require the prior authorization

of Federal construction funds. Construction funding authorization requires the LG to provide the Project Manager with copies of the environmental certifications, 404 Permits, right of way certification, and all utility, railroad and other permits needed for the construction of the facility. All utility and/or railroad agreements must be executed or resolved before proceeding with request for construction authorization.

The LG will provide the GDOT Project Manager with a copy of its contract proposal and provisions for review and approval. Once FHWA has authorized the construction funds the Project Manager will issue a Notice to Proceed (NTP) to the LG to advertise the project for bid.

The LG must comply with local, state, and Federal laws and regulations during this phase of the project administration. The GDOT "The Source," the Plan Development Process, GDOT Office of Construction Bidding Administration, GDOT Construction Manual are key references that the LG should use to assure compliance with the Letting, Bid Review and Award procedures.

Any LG that proceeds ahead with any task or procedure without first securing GDOT and FHWA construction phase authorization may result in the loss of eligibility for Federal funds. Upon the determination of Federal funding ineligibility by FHWA, the LG is liable for repayment of all accrued Federal share project cost.

1.13 Construction

During construction of a Local Let project, the LG must ensure that adequate inspections are made to determine that the construction is in accordance with the contract plans and specifications, that materials meet the project specifications and that personnel that are performing the testing are certified by GDOT, that Federally required records are maintained and retained to support the eligibility for and the reimbursement of Federal funds, and that progress reports are accurate for all construction activities. The LG will be subject to a GDOT Construction/Engineering Audit prior to or shortly after the Notice to Proceed. The GDOT Project Manager shall make notification and arrangements for the preliminary review. All project construction actions are subject to audit reviews by GDOT and FHWA staff in order to verify all commitments and mitigation requirements identified in the approved environmental documents were carried out, as well, as compliance with other Federal and state laws such as Disadvantaged Business Enterprise (DBE) and Equal Employment Opportunity (EEO).

GDOT staff must approve Supplemental Agreements and time extensions even if there are no State or Federal funds needed in the Supplemental Agreement.

1.14 Project Completion and Maintenance

Activities associated with the closure of a project include a notice of completion, a final field inspection, conducting a Closing Conference, a review of the eligibility of project costs for Federal reimbursement, making a determination of Final Acceptance, maintaining the project after completion and meeting required retention disposition of project records. The LG is required to maintain the project according to Section 116 Title 23 U.S.C.

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CHAPTER 2: FHWA AND GDOT RESPONSIBILITIES

2.1 FHWA - Title 23 of the United States Code

The Federal Highway Administration's (FHWA's) responsibility for administering the Federal-aid Highway Program, under Title 23, USC, is outlined in the Intermodal Surface Transportation Efficiency Act (ISTEA) of 1991; the Transportation Equity Act for the 21st Century (TEA-21) of 1998; and the Safe, Accountable Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU) of 2005. These laws establish the respective roles and responsibilities of the Georgia Department of Transportation (GDOT) and the Federal Highway Administration (FHWA) in providing stewardship of Federal-aid Highway Program activities under Title 23 and other associated laws. FHWA retains overall responsibility for all aspects of their Federal-aid programs and this understanding does not preclude FHWA's access to and review of Federal-aid projects at any time and does not replace any provisions of Title 23, USC.

2.2 FHWA Role in the LG Administered Project Process

The FHWA Georgia Division oversight of local administered projects will be conducted by the FHWA Georgia Division's Transportation Engineer for each District. The FHWA Georgia Division will also have a Transportation Engineer with local administered project collateral duties to oversee the program aspects.

2.3 The Georgia Code of Public Transportation and GDOT

The Georgia Code of Public Transportation, Official Code of Georgia, Title 32, created the GDOT and defines its powers and responsibilities. Paragraph 32-2-2 (a) (7) more specifically describes GDOT's authority to accept Federal Aid.

Procedures to meet the Title 23 Policies and Objectives are addressed in the State Code, directives or manuals.

When a unit of LG notifies GDOT of its intent to become the implementing agency of a construction project in which GDOT participates through oversight of Federal funds, the GDOT, on behalf of FHWA, will determine a LG's qualifications for compliance with all requirements of Federal and State laws and regulations before proceeding with obligating Federal funds. Title 23 U.S.C. does not recognize local entities as direct recipients of Federal funds therefore GDOT is not relieved of any Federal oversight responsibilities by granting work to be completed by a LG. GDOT must determine sub-recipients to have adequate program delivery and sufficient accounting controls to properly manage Federal funds.

2.4 Local Government Qualification Certification

The GDOT Project Manager will be responsible for evaluating the following as part of the LG submittal of a Local Administered Project (LAP) Certification Application. The GDOT District Planning and Programming Engineer will conduct an interview with the LG administrators and will consult other GDOT District units to evaluate the qualifications. For LGs that have limited experience in managing a Federal funded project, the GDOT Project Manager may recommend certification with direct GDOT supervision with all project approvals being the responsibility of the LG Project Manager. LGs that have past Local Let experience with administering Federal funded projects with demonstrated technical expertise necessary for the review and approval of various phases or functional areas associated with project development certifying that they are in conformance with applicable State and Federal law, the GDOT Project Manager will include in the Qualification Certification letter those areas permitted for review and approval. For LGs with 5 or more years experience with 2 or more local let Federal project oversight, the Project Manager will include in the Qualification Certification letter any areas that the LG is not permitted oversight review and approval. LG qualifications include part or all of the following that will be used to determine the level of local let supervision by the Project Manager:

1. LG has a full time public employee to be in responsible charge for the Federal project.
2. LG is equipped to undertake work.
3. LG is capable to satisfactorily complete the work.
4. LG has Federal project experience.
5. LG has design and construction disciplines or intends to acquire GDOT prequalified design or right of way consultants to provide those disciplines.
6. LG has the capability to undertake environmental studies or intends to acquire a GDOT prequalified consultant
7. LG has proven or can expect to prove Federal-aid fiscal accountability and stewardship.

The GDOT Project Manager will submit the LG evaluation to the Program Control Administrator for further handling. The Program Control Administrator will notify the LG by letter of its certification or denial of certification with a signed copy of the LG Qualification Certification Agreement attached (See Appendix A). A LG denied certification will be provided in writing outlining the reasons for that action. A LG may reapply for certification after addressing deficiencies stated in the denial letter.

After LG certification the Program Control Administrator will review and approve each local administered project (LAP) to assure previous certified qualifications have not changed.

Quality Assurance Reviews will be conducted by the Program Control Administrator annually for a selected number of projects to determine the LGs selected provided project performances that met or do not meet GDOT LAP Manual requirements. A LG may lose its certification if reorganization of the government agency occurs or problems are discovered in the Quality Assurance Review, or during GDOT or FHWA inspections, audits or project close out review.

2.5 GDOT retains approval authority for specific project activities

The GDOT retains approval authority for the following LG administered project activities.

1. NEPA documents
2. Environmental technical studies
3. Design standards and design exceptions
4. Environmental Certification
5. Engineering plans
6. Right of Way Certification
7. Utility Certification
8. Sole Source Justification Approval coordinated with FHWA
9. DBE Goals
10. Owner Force Account work
11. Rejection of bids
12. Labor compliance enforcement
13. Project cost eligibility
14. Contract modifications
15. Federal-aid accrued progress payments and final payment
16. Materials Certificate
17. Project final inspection and final acceptance

FHWA may retain approval authority of certain items in accordance with the Stewardship and Oversight Agreement.

2.6 GDOT Reimbursement for Direct Project Costs

The LG administered projects are a significant annual portion of the Federal-aid program for which FHWA and GDOT are responsible. GDOT must assure that each sub-recipient will meet the requirement for delivering the project and an accounting control process capable to manage Federal funds. GDOT Project Manager and other GDOT staff will incur considerable cost related to local administered projects. The LG will be responsible for providing all project non-Federal cash matching funds for each local administered project. As part of all Federal-aid projects, the GDOT staff directly bills their payroll and other eligible expenses to Federal-aid participation. It is the responsibility of the LG to provide local non-Federal (cash only) matching funds to GDOT for authorizing the usual and customary engineering funds for GDOT direct project engineering and supervisory activities. Cash only local matching funds are required for direct project GDOT engineering or supervisory cost seeking Federal reimbursements, since property and other services containing non-cash matching values may not be used. Preliminary engineering, construction engineering and construction supervision activities by GDOT staff generally cost between 5% and 10% of the total project cost. This local cash participation for GDOT engineering service is required regardless if other phase activities on the same project are to use a non-cash match value.

If the LG proposes to not use cash to meet the non-Federal matching requirements for any Preliminary Engineering, Right-of-Way or Construction funds on a project, a written methodology for determining the non-cash value for each proposed phase shall be provided to the GDOT for review and approval. Prior approval of the valuation methodology must be obtained from GDOT before proceeding with any step or project activity. All LG non-cash Federal matching will be limited to the approved methodology value being directly performed for or within the approved final project termini. If the LG requests a change in its non-Federal match and/or non-cash participation, methodology for all phases of funding shall be resubmitted to the GDOT for review and approval. Submittal for consideration to change one phase will not be acceptable.

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CHAPTER 3: LOCAL GOVERNMENT CERTIFICATION

3.1 Overview

The Georgia Department of Transportation (GDOT) receives from the Federal Highway Administration (FHWA) a delegated authority to approve certain types of projects for development and construction administration. The local administered project process allows GDOT to delegate authority to qualified local agencies. The Local Administered Project Manual only provides guidance to help LGs administer Federal-aid projects. A LG is to submit a qualification certification agreement application (See Appendix A) for review and approval by GDOT in order to receive delegated authority for project oversight. Each LG in its qualification certification agreement application is responsible for citing the capabilities it possesses and requesting those areas that direct GDOT Project Manager's supervision are needed.

The benefits for the qualification certified LG to administer a project is the time savings related to their authority to develop, advertise, award and manage the project. This time savings does not diminish the LG responsibility to provide professional engineering and other resources necessary to ensure all State and Federal requirements are followed. The LG Qualification Certification Agreement will remain in effect for a period of three (3) years or until either party modifies or rescinds the agreement. By agreeing to accept Federal-aid funds, the LG assumes the stewardship roles and responsibilities with respect to properly carrying out the Federal-aid project process.

When a unit of LG becomes the certified implementer for a project, GDOT limits its role as defined in the qualification certification. The GDOT Local Administered Project Certification Committee will review, confirm and approve the LG to develop the federal project for which its certification applies using these GDOT LAP Manual procedures. LG are encouraged to take full advantage of GDOT assistance, supervision and training related to local let project responsibilities.

Although the certified LG can be pre-qualified to conduct local environmental and right-of-way activities, Federal regulations specifically require GDOT to retain approval for environmental documents, utility and right-of-way certifications. Additionally, GDOT and FHWA retain the approval authority or oversight responsibility for planning requirements, funds authorization, NEPA determination and documentation, Plans, Specifications, and Estimates (PS&E), final inspection, final acceptance, EEO and DBE requirements.

3.2 Project Framework Agreement

A Local Agency which has not been certified to administer federal aid projects is ineligible to enter into a Project Framework Agreement with GDOT for administration of federal aid projects.

3.3 Qualification Certification for Local Governments

Projects must be administered in accordance with the GDOT Local Administered Project Manual. The LG will designate a full time public employee or request, a GDOT Project Manager direct supervision to be responsible for this administration on a project by project basis.

Projects must be administered by a Professional Civil Engineer registered in the State of Georgia who is either on staff as a public employee or is a consultant designated as the LG Engineer who is a pre-qualified consultant by GDOT.

The GDOT Project Manager will determine whether the LG has adequate staff or consultant expertise capable to deliver and supervise the design, environmental, PS&E, and construction administration phases of the project or the LG will request GDOT to directly supervise these functions as part of its qualification certification application.

The LG will designate an official full time public employee to have approving authority for all GDOT delegated project approvals unless it determines the GDOT Project Manager direct supervision is needed. When an official full time public employee is used, their authority must officially approve each project step for which it is the approving authority, and the position be identified in the LG Qualification Certification Agreement. The GDOT Project Manager will provide a check list of project steps involved with each Federal-aid project.

See PDP Chapter 5 for the checklist of steps involved in the Federal Aid process.

3.4 Certification Acceptance (CA)

A Local Agency that is certified to administer federal-aid projects may develop and accomplish the following:

- A. Location and Design
- B. Utility Agreements
- C. Railroad Agreements
- D. Consultant Engineering Agreements
- E. Environmental Documentation
- F. Bid Reviews
- G. Advertisement and Award of Construction contracts
- H. Construction Administration
- I. Construction Material Testing

Non-CA Status

If a LG does not have CA status, the following two options are available for administration of a FHWA funded project

Option 1

A non-CA LG enters into an Agreement with a CA LG to administer all aspects of the project. This requires approval by the GDOT.

Option 2

The GDOT Project Manager administers the project for the LG and approves a LG to perform specific aspects of a project. An approved plan for the administration of the project is executed between the GDOT and the LG. This category allows projects of smaller sizes to be performed in part by the LG. The project plan shall address such issues as:

- Financing approvals — accounting/billing capabilities.
- Consultant involvement and monitoring. The LG must obtain the approval of the GDOT Project Manager prior to selection of a consultant.
- Development of Design and Design Documentation
- Development of plans, specifications, and estimates.
- Approval of contract documents.

- Advertising, award, execution of a contract.
- Contract oversight and documentation.
- Change Order Approval
- Material Approval

3.5 Submitting LAP Certification Application

A Local Agency desiring to administer federally-funded projects must submit the following information to the Program Control Administrator:

- A. Two (2) originals of the “Certification Acceptance Qualification Agreement” (see Appendix A)
- B. Local Agency’s table of organization
- C. A letter addressing its capabilities, staff and experience in the specific areas where certification is requested, namely design, right-of-way, estimates, construction, bid and award, environmental, consultant selection, and ability to match federal funds
- D. Submittals should be mailed to the following address:
- E. Georgia Department of Transportation
- F. Program Control Administrator
- G. 600 West Peachtree Street
- H. 25th Floor
- I. Atlanta, GA 30308

3.6 APPLICATION REVIEW PROCESS

The District Planning and Programming Engineer (DPPE) will meet and interview each LG submitting a Certification Acceptance Qualification Agreement to gather and confirm the abilities of the LG to administer Federal-aid projects. The DPPE will corroborate further with GDOT District and General Office units, as needed, to fully evaluate applicant’s qualifications.

All history of project delivery and performance by the LG will be considered; both current and expected staffing expertise; experience with Federal and State requirements; and overall capability will be considered by the GDOT Project Manager in recommending the Certification Acceptance Qualification Agreement for approval or denial to the LAP Certification Committee.

3.7 DETERMINING TYPE OF CERTIFICATION

Based on the interview, the application, and other information requested, the District Planning and Programming Engineer (DPPE) will recommend the following certification options:

- A. Full administration by agency for all projects
- B. Administration by agency on a specific project only
- C. Administration by agency for projects up to \$_____
- D. Deny approval for certification acceptance
- E. Remove from certification acceptance status

3.8 GDOT CERTIFICATION COMMITTEE

The GDOT Certification Committee will review, confirm and approve the LG to develop the federal projects for which its certification applies using the GDOT LAP Manual procedures.

3.9 GDOT NOTIFICATION OF QUALIFICATION CERTIFICATION

The GDOT Certification Committee will transmit by letter the decision to certify or deny certification to the LG. A signed copy of the approved GDOT LG Certification Acceptance Qualification Agreement will be attached to the notification letter. For LGs denied qualification certification the GDOT Certification Committee will state the reasons for the denial. A LG may reopen the application process by providing written notice of the corrections of the deficiencies provided in its letter of denial. The GDOT DPPE will follow the same process as in the original application and will focus on those areas affected by the LG corrective actions.

LGs who fail to meet qualification certification will not administer and/or local let federally funded projects.

3.10 Certification Acceptance (CA) Compliance

The GDOT Project Manager will consult and advise the Certification Acceptance LG concerning the project-management procedures to be followed. The level of this assistance will depend on the nature of each project and the demonstrated capabilities of the LG. In order to be reasonably certain that local agencies are administering FHWA funds in accordance with the LAP Manual, GDOT will perform procedural reviews on selected LAP projects.

These reviews will be:

- Project Management Reviews (PMR) performed by GDOT.
- Documentation Reviews performed by the GDOT.
- Project Administration Reviews by the GDOT.

The LG may lose CA status, have its delegation of authority reduced to a project or phase of a project, or be placed on probationary CA. This may be the result of:

- A Project Management Reviews or Documentation Review
- An audit by the State Auditor
- Final project inspection
- The qualifications and experience of the LG staff are altered. If any change occurs in the positions described in the CA Agreement as “Approving Authority” the GDOT Project Manager shall be notified and may schedule an interview of the replacement person. The loss of CA status and reinstatement conditions will be outlined in a letter from the GDOT Project Manager.

3.11 CA-Exceptions

Projects funded by Enhancement, Scenic Byways, and Safe Routes to School programs shall be administered in accordance with these requirements found at: [TE Sponsor Guidebook](#) for Enhancement, the [Designation Process](#) for Scenic Byways, or for Safe Routes to Schools, the www.dot.state.ga.us/srts/index.shtml sites.

3.12 TRAINING FOR LOCAL GOVERNMENT STAFF AND CONSULTANTS

The LG staff and consultants are to contact the GDOT Project Manager or GDOT District Training Coordinator for information on availability of classes related to Local Administered Projects. Some classes are available on a regularly schedule basis and others are by request only.

Plan Development Process (PDP)

This PDP course is available in 2 levels. The first is a 3 day course and is a requirement found in the Project Framework Agreement (PFA) see Chapters 1.4 and 3.8. The PFA requires LG certification that a staff member and any consultants have completed or is scheduled to attend this course. The second level PDP Course is a 4 hour course for LG elected officials. It may be presented at the LG facilities.

Applicants for Construction Engineering Certification

Any city or county which is interested in being certified to perform the construction engineering supervision on projects in their jurisdiction shall submit a request, using the attached Certification Acceptance Qualification Agreement form, to the GDOT Area Engineer. This request should contain statements concerning the number and qualifications of their engineering personnel. If only a portion of the engineering work (i.e., staking, etc.) is to be performed, this should be stated. It is agreed that the GDOT will be allowed to conduct evaluation checks and investigations as deemed necessary to determine the ability of the LG to carry out the engineering supervision function. The Area Engineer shall submit the request with his recommendation to the District Engineer who shall make the decision whether to accept or reject the request. If the request is approved the District Engineer shall execute an agreement with the county or city subject to compliance with these procedures. This agreement will be in effect as long as the GDOT feels it is in the GDOT's and the LG interest to do so. At any time the GDOT will reserve the right to void the agreement if the Engineering Supervision does not meet the standards established by the GDOT. The link to this web site for the Guidelines for Construction Engineering by Cities and Counties POLICY AND PROCEDURE [5020-1](#).

Other training courses to be developed by the GDOT Training Office will include NEPA and Environmental Analysis, Right of Way Acquisition, Contract Administration, Project Closeout and Completion, FHWA Finance, Local Administered Project (LAP) Construction and LAP Manual Training Class. Contacting your GDOT Project Manager to request scheduling of these courses is important.

3.13 GDOT PERIODIC LAP QUALITY ASSURANCE PROCESS REVIEW

The GDOT Project Manager will provide project management guidance to all certified LGs. The GDOT Office of Program Control will annually select 20% or more local administered projects in the District for a Quality Assurance Process Review that will focus on issues or areas related to LG staffing, fiscal procedures, documentation, inspections or other areas as determined. If deficiencies are discovered by the annual review or by other State/Federal inspections, the LG will be notified of the deficiencies and placed on qualification certification probationary status, with no new local administered projects allowed, until such time those deficiencies receive corrective actions which are submitted to the GDOT Project Manager in writing specifically addressing the problems.

If it is determined by GDOT and/or FHWA that the LG did not comply with critical GDOT LAP Manual or other State or Federal requirements, the GDOT on behalf of the FHWA will notify the LG by letter of their federal-aid ineligibility. The letter will include the amounts to be repaid to the FHWA for accrued federal-aid payments received. Repayment is in accordance with Appendix A, Item 6, of the LG Qualification

Certification Agreement which states, “The LG accepts liability to reimburse the GDOT and FHWA for all accrued payments received for applicable projects not complying with Section 1 of this agreement.”

3.14 OTHER GDOT LAP PROJECT AGREEMENTS

For each project added to the GDOT Construction Work Program the LG will receive a letter of notification agreement. Second, a more detailed Project Framework Agreement (PFA) will be submitted to the LG for execution prior to the start of major Plan Development Process (PDP) activities. Finally, if applicable, additional Specific Activity Agreements addressing issues such as right-of-way, utility, construction or maintenance/operations may be required to define more specific commitments. These agreements detail the LG commitment with more accurate cost and phase delivery date schedules. Other special requirements are included and the responsibilities of each affected office (Right of Way, Utilities, Construction) are identified in this policy so that projects are managed and tracked effectively while maximizing LG oversight and keeping project deliverables on schedule.

For more details about the letter of notification, the Project Framework Agreement, and Specific Activity Agreements link to GDOT policy at POLICY AND PROCEDURE [7120-3](#) within the GDOT webpage.

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CHAPTER 4: CIVIL RIGHTS

4.1 Title VI of the Civil Rights Act of 1964

A LG serving a population of 100,000 or more is required to have a Title VI Plan (as provided by the Civil Rights Act of 1964). A LG serving a population less than 100,000 may use an abbreviated Title VI Plan, a Nondiscrimination Agreement. Title VI of the Civil Rights Act of 1964 and other Federal Nondiscrimination statutes prohibit discrimination based on race, color, national origin and sex (gender) in the provision of benefits and services in programs and activities receiving Federal funds. The U.S. Department of Transportation's (USDOT) implementing regulations are contained in 49 CFR Part 21 and 23 CFR 200. These regulations require: Recipients to execute Title VI Assurances as a condition of Federal aid. These Federal regulations require GDOT to ensure that all local agencies receiving USDOT funds administered by GDOT are in compliance with Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987, Executive Order 12250, Executive Order 12898, Executive Order 13166, 49 CFR Part 21, 23 CFR Part 200. The Civil Rights Restoration Act of 1987 broadened the scope of Title VI coverage by expanding the definition of the terms "programs and activities" to include all programs and activities of Federal aid recipients, sub-recipients, and contractors, whether such programs and activities are Federally funded or not.

The Federal Highway Administration (FHWA) requires each LG that receives Federal funds through GDOT to establish a Title VI Program to prevent discrimination in the provision of benefits and services on Federally funded transportation programs and activities. This Title VI Program is a system of policies and procedures designed to monitor agency (and sub-recipient agency) compliance, address complaints, and eliminate discrimination when found to exist.

The policies and procedures to address nondiscrimination must be included in the LG Title VI Plan. Their Plan for implementing Title VI must be presented to the GDOT Equal Opportunity Division (EOD) for review and approval. Contact information for the GDOT EOD and District Offices is found at the GDOT web site.

4.2 Title VI Plan Development

A Title VI Plan is a legal document that imposes individual legal liabilities to the signatory agency that are nontransferable. Each LG must develop a Title VI compliance document that reflects its individual Federal-aid transportation program structure. The GDOT EOD will provide each LG the technical support it needs to develop a Title VI Plan or a Title VI Nondiscrimination Agreement for agencies with populations of less than 100,000. It is the LG responsibility to coordinate with the EOD for content and format of the Title VI Plan. The Title VI Plan will describe how recipients of Federal financial assistance will implement their Title VI Program.

4.3 Title VI Standard Assurances

The DOT Order 1050.2 and 23 CFR 200.9(b) (3) Standard Title VI Assurances need to be included by reference in every contract, grant or property regardless of its funding source. The agency's CEO signs these assurances. GDOT EOD will provide the local agency with Title VI reporting requirements to GDOT.

4.4 Annual Title VI Update and Accomplishment Report

All agencies with approved Title VI Plans or Nondiscrimination Agreements are to annually prepare a report of their Title VI Program implementation compliance activities. This report is due one year from the date of approval of the Title VI plan and then annually on that same date. This is to describe the accomplishments that occurred during the year. This Annual Title VI Update and Accomplishment Report will be completed by the local agency and forwarded to the District Title VI Liaison, who will forward it to the Title VI Coordinator, at GDOT EOD for review and approval. Each report will attach a completed questionnaire that addresses its Federal-aid transportation program. A copy of the questionnaire will be provided to local agency with GDOT EOD Title VI Plan or Nondiscrimination Agreement approval.

4.5 Revisions to the Local Agency Title VI Plan or Nondiscrimination Agreement

The Plan will always contain current information on names of staff and any other needed revisions. Substantial revisions are to be submitted to the Title VI Coordinator immediately for review and approval by the GDOT EOD. Substantial revisions are to be submitted to the District Title VI Liaison immediately for review and approval by the Title VI Coordinator at GDOT EOD. Local agencies only need to submit a revised Title VI document when program changes such as the ones described above take place.

4.6 Title VI Complaint Investigations

The local agency is responsible for investigating all Title VI discrimination complaints, unless the complaint filed is against the local agency. All complaints shall be forwarded to the Title VI Coordinator at GDOT EOD. The Title VI Coordinator will immediately forward the complaint to the FHWA Headquarters Civil Rights Office (HCR) to determine who is to investigate the complaint. No agency is allowed to investigate a complaint against itself. All findings from state or local investigations are preliminary and subject to the concurrence of FHWA HCR. FHWA HCR will render final decisions on all cases. There are no administrative appeal forums in Title VI complaints. Once FHWA HCR issues its final agency decision (FAD), a complainant in disagreement with such determination may file an appeal with the appropriate U.S. District Court.

An annual log of complaints must be maintained by the local agency. The log of complaints must contain the following information for each complaint filed:

- Name and address of the person filing the complaint
- Date of complaint
- Basis of complaint
- Disposition of complaint
- Status of complaint

Only qualified, well-trained investigators should conduct these investigations. No agency is allowed to investigate a complaint against itself. All findings from state or local investigations are preliminary and subject to the concurrence of FHWA Headquarters Civil Rights (HCR). FHWA HRC will render final decisions in all cases. There are no administrative appeal forums in Title VI complaints. Once FHWA HCR issues its final agency decision (FAD), a complainant in disagreement with such determination may file an appeal with the appropriate US District Court.

4.7 Title VI Compliance Reviews

GDOT/FHWA will conduct periodic reviews of compliance with Federal Title VI regulations. Compliance review is initiated by the GDOT Title VI Coordinator by notifying the District Title VI Liaison to make arrangements to conduct periodic compliance reviews of local agencies with approved Title VI Plans. The compliance review will focus on how effectively the local agency has implemented its approved Title VI Plan. Documentation is gathered and individuals with Title VI responsibilities are interviewed as part of the review process. The local agency will be notified in writing of the scheduled date and the documents that will be required for the on-site review.

A Local Government is found to be in compliance if no deficiencies are found during the on-site review. The LG will be told at the conclusion of the review and be notified in writing that it is in compliance.

A Local Government will be found in non-compliance if deficiencies are identified during the review. The LG will be notified in writing of the deficiencies and will have 90 days to correct them. After an agency corrects deficiencies, it will be notified in writing that it is in compliance. If a local agency does not correct Title VI

Program deficiencies identified by GDOT or FHWA, it may be subject to sanctions including the suspension of FHWA funding.

Local agencies that are administering Federal-aid contracts are required to conduct on-site compliance reviews of prime contractors and subcontractors. Data should be collected on the types of contractors and subcontractors being utilized on the contract. Agencies needing assistance in conducting on-site reviews should contact the GDOT Title VI Coordinator.

4.8 Other Nondiscrimination Statutes Related to Title VI

Limited English Proficiency – LEP (Executive Order 13166) is one of the bases covered under Title VI is national origin. One type of national origin discrimination is discrimination based on a person’s inability to speak, read, write, or understand English. The Federal government and those receiving Federal financial assistance (recipients, sub-recipients, contractors) must take reasonable steps to ensure that LEP persons have meaningful access to the programs, services, and information those entities provide. This may require providing written and/or oral communications in a language other than English. More information regarding LEP responsibilities can be found at: [Federal Agency LEP Guidance and Language Access Plans](#) and at www.usdoj.gov/crt/cor/lep/dotlep.htm.

4.9 Environmental Justice (Executive Order 12898)

Procedures for addressing Environmental Justice can be provided by the Title VI Coordinator at GDOT EOD or may be found in Appendix C or at: [http://www.dot.ga.gov/doingbusiness/PoliciesManual/roads/Pages/Environmental Procedures Manual.aspx](http://www.dot.ga.gov/doingbusiness/PoliciesManual/roads/Pages/Environmental%20Procedures%20Manual.aspx)

4.10 Construction Contracts EEO Requirements

To effectively assure Equal Employment Opportunity (EEO), it is the policy of the Federal Highway Administration (FHWA) to require that all Federal aid highway construction contracts include specific requirements related to 23 CFR Part 200, 23 CFR Part 230, 23 USC Section 140, 23 CFR 230 Subpart A and Subchapter A 1.36, as well as, other requirements to implement the Title VI Program, related civil rights laws, and regulations. These specific requirements apply to contractors and all their subcontractors (not including material suppliers) holding subcontracts of \$10,000 or more. To be eligible for Federal aid funds, the local agency must comply with the civil rights requirements.

Local agencies and their contractors must each designate an EEO officer to ensure compliance with the EEO, Title VI, Section 504, and training policy. The GDOT Equal Opportunity Division (EOD) will monitor both the local agency and its contractors for compliance as part of the normal project management reviews and through contract compliance reviews of selected contracts.

The local agency, by signature to the Local Agency Agreement, agrees to the following:

- a. To assist and cooperate actively with the state in obtaining contractor and subcontractor compliance with the equal opportunity clause and rules, regulations, and relevant orders of the FHWA and/or Secretary of Labor.
- b. To furnish the state such information as it may require for the supervision of such compliance and otherwise assist the state in the discharge of its primary responsibility for securing compliance.

The local agency must consult the *Specifications*, the *General Provisions*, the *Special Provisions*, and the [Georgia DOT- The Source- Construction Manual](#) to administer the EEO and training programs.

4.11 EEO Contract Administrations

The local agency has the responsibility to:

- a. FHWA-1273 *Required Contract Provisions Federal-aid Construction Contracts* must be included in contract documents.
- b. Conduct preconstruction conferences during which EEO and training Special Provisions for Federal aid contracts are discussed with the contractor.
- c. Ensure that the contractor posts and maintains notices and posters setting forth the contractor's EEO policy. A supply of Office of Federal Contract Compliance Programs (OFCCP) Poster No. 1420, Equal Employment Opportunity will be made available to the contractor by the LG.
- d. Monitor on-site compliance with the EEO and training Special Provisions of Federal aid contracts.
- e. Ensure that their contractors locate, qualify, and increase the skills of minority groups, women employees, and applicants for employment as specified in the training provisions.
- f. Prepare and/or ensure the preparation of the required EEO and training reports.

4.12 Construction Contractor and Subcontractors EEO Reports

The contractor and subcontractors must submit the *Monthly Employment Utilization Report* for all the employees in the work force including an ethnic breakdown and the classification for each employee in each trade on their Federal aid highway construction projects under construction during each month. The report is a summation of employees on their monthly payroll period. The local agency retains this form in its project files. The local agency then summarizes these reports received from all contractors and subcontractors that were working on Federally-assisted projects. This report is prepared by the local agency and sent to the GDOT Project Manager. The District Title VI Liaison will summarize the local agencies' reports into a single report. This summarized report is sent to GDOT EOD.

4.13 Civil Rights Monitoring During Construction

During the project construction, the local agency must monitor the contractor's performance to ensure compliance with its Title VI, Section 504, and EEO. To accomplish this, the local agency must designate a full time employee as an EEO officer. The EEO officer's duties are to conduct reviews with the contractor, maintain records, reports, and required Title VI statistical data concerning the contractor's performance, and ensure that the local agency itself is in compliance with its EEO policy.

The contractor will submit certified monthly detailed invoices showing the related weekly payroll number, name of the trainee, total hours trained under the program, previously paid hours, hours due, and the dollar amount due this estimate. These invoices must be kept with the project records and will become part of the temporary final records to be retained for three years after acceptance of the project by GDOT and FHWA.

4.14 Contractor Compliance Review

The EEO contractor compliance review results will be reported on a GDOT Compliance Data Report form. Use of this form will eliminate the need for numerous copies of current report material and supporting documentation. Only the original of these data will be prepared and retained in District EEO files as the official record of the review.

An original completed GDOT Compliance Data Report form and one copy should be transmitted to EOD, attached to a narrative cover letter to report the results of each EEO construction compliance review. The

cover letter should provide a summary of the review findings, conclusions, and agreements/recommendations. If the review discloses major deficiencies in the contractor's program, copies of the contractor's commitment letter to correct such weaknesses must be included within the report. See POLICY AND PROCEDURE [2820-1](#).

4.15 Contractor Provided Training

The Contractor shall provide training according to the approved training program and the contract provisions. The EOD is responsible for administering and monitoring the Federal-Aid Training Program. Approved training programs are contained in the Georgia On-The-Job Training Program Manual. For more details about the participants, procedures, administration, and reporting, visit this website: <http://tomcat2.dot.state.gov/thesource/pdf/construction/cm158.html>

When training hours are assigned to the project, the local agency must verify that the trainee is on the project and is receiving beneficial training in accordance with the approved training program. When the trainees are on the project, the local agency shall periodically conduct interviews with them to determine if they are receiving the training as specified in the approved training program. The "Trainee Questionnaire" form or similar forms should be used by the LG to document the employee interviews and the contractor's compliance with the training requirement. For examples of the form the GDOT Project Manager should be contacted.

4.16 Overview - Disadvantaged Business Enterprises (DBE)

Requirements of the DBE Program, as prescribed in 49 CFR Part 26, apply to all recipients (and Sub-recipients) of highway, transit, and airport funds. GDOT establishes an annual goal submitted to FHWA August 1, every year for acceptance. The annual goal is reached through an approved methodology. A local agency, when participating in programs funded in whole or in part with funds made available by the GDOT, must either adopt GDOT DBE Plan, or develop an equivalent plan for approval by USDOT.

While GDOT EOD has the overall responsibility for administration and implementation of GDOT DBE Program, local agencies (as sub-recipients) also have an important role to ensure that their Federally-assisted contracts are administered in accordance with the State's approved DBE Program Plan, which is available on the GDOT web site.

GDOT EOD, in coordination with the District EEO Officer, will conduct compliance reviews of the local agency's administration of the DBE Plan. A local agency that is found to be in noncompliance may be subject to formal enforcement action (suspense or loss of Federal funds and/or CA status). A finding of noncompliance will result in failure to comply with the requirements of GDOT DBE Plan.

Each Federally-assisted contract/subcontract must include the following assurance:

The contractor, sub-recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract.

The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

4.17 Local Government DBE Compliance Procedures

The GDOT establishes an annual aggregate DBE goal for all Federal-aid highway projects. To achieve this aggregate goal, the GDOT sets an individual goal for each federally assisted highway project. When setting the goal, GDOT considers factors such as the project's proximity to a pool of certified DBE contractors in that area, project cost, and type of work.

The local agency is responsible for ensuring program compliance and monitoring its contractor's DBE activities. To obtain a DBE Goal, the local agency must send a cost estimate for the proposed services in electronic format to the GDOT Liaison. The cost estimate is sent to the GDOT DBE Committee, which meets monthly to assign DBE goals to individual projects. The specific DBE Goal is included in the Project Agreement and the bid documents. The local agency is responsible for insuring that the contractor proposes to use qualified DBE firms to meet the goal for their projects. The monitoring of DBE participation will be tracked using the Quarterly Amounts paid DBE participants.

GDOT will maintain and make available to interested persons a directory identifying all firms eligible to participate as a DBE in its program. In the listing for each firm, GDOT will include the address, phone number, and the types of work the firm has been certified to perform as a DBE. GDOT will revise its directory quarterly and make updated information available to contractors and the public on request. Information is available at the following:

Georgia Department of Transportation
Equal Opportunity Division
Equal Opportunity Director
One Georgia Center
600 West Peachtree Street, N.W. 7th Floor
Atlanta, GA 30308
(404) 631-1972

Bidders failing to meet the DBE goal requirement must show that they made good faith efforts to meet the goal, in order to be awarded the contract. After opening bids, the local agency must submit to the GDOT Project Manager the successful bidder's certified DBE subcontractors.

The local agency is responsible for the enforcement of the DBE regulations and policies during the construction projects. The GDOT policies and procedures for compliance with Federal and State requirements for DBE's are described in GDOT Office of Contracts Administration web link under the subject known as The Source, Section 2.0 DBE Firms on Construction Projects. The local agency shall comply with these policies and regulations by assuming the duties and responsibilities of the Acquisition Division, Bidding Administration, the District Office, and the Area Engineer. The local agency will submit the required reports to the District DBE Coordinator and the information will be submitted to GA EOD and FHWA as needed.

4.18 AMERICANS WITH DISABILITIES ACT (ADA)

The LG will ensure compliance with the Americans with Disabilities Act as found in the Title II ADA and Section 504 of the Rehabilitation Act.

The Title II regulation covers "public entities". "Public entities" include any State or local government and any of its departments, agencies, or other instrumentalities.

If a LG project includes pedestrian facilities, the facility must provide pedestrian access for persons with disabilities in compliance with ADA Title II. Federal, State and local governments must provide pedestrian access for persons with disabilities whenever a pedestrian facility exists in compliance with Section 504

standards. Information regarding the design of transportation facilities and compliance may be found at ROADS-Repository for Online Access to Documentation and Standards (<http://www.dot.state.gov/doingbusiness/PoliciesManuals/roads/Pages/default.aspx>)

All activities, services, and programs of public entities are covered and must ensure that individuals with disabilities are not excluded from services, programs and activities because buildings are inaccessible. State and local governments must ensure effective communication with individuals with disabilities. Where necessary to ensure that communications with individuals with hearing, vision, or speech impairments are as effective as communications with others, the public entity must provide appropriate auxiliary aids.

Unlike Section 504 of the Rehabilitation Act of 1973, which only covers programs receiving Federal financial assistance, Title II extends to all the activities of State and local governments whether or not they receive Federal funds.

Complaints

Any individual who believes that he or she is a victim of discrimination prohibited by the regulation may file a complaint. Complaints on behalf of classes of individuals are also permitted.

Complaints should be in writing, signed by the complainant or an authorized representative, and should contain the complainant's name and address and describe the public entity's alleged discriminatory action.

Complaints may be sent to—
Disability Rights Section
Civil Rights Division
U.S. Department of Justice
P.O. Box 66738
Washington, DC 20035-6738

Complaints may also be sent to agencies designated to process complaints under the regulation, or to agencies that provide Federal financial assistance to the program in question.

Visit the following FHWA web page for additional information relating to ADA requirements:
http://www.fhwa.dot.gov/civilrights/ada_qa.htm#q1.

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CHAPTER 5: LOCAL GOVERNMENT CONSULTANTS

5.1 LOCAL GOVERNMENT CONSULTANTS

To be eligible for reimbursement of FHWA funds for payments to a consultant, the Brooks Act and these procedures are to be followed. It is the policy of the GDOT that LG will procure all consultant professional services from firms pre-qualified by the GDOT. If a LG elects to retain the consultant at its own cost, state law must be followed.

This chapter covers agreements for architects, landscape architects, land surveying, and professional engineering services. These services fall within the scope of the following practices:

- (A) Architecture, as defined in paragraph (6) of [Georgia Code Section 43-4-1](#);
- (B) Registered interior design, as defined in [Georgia Code Section 43-4-30](#);
- (C) Professional engineering, as defined in paragraph (11) of [Georgia Code Section 43-15-2](#);
- (D) Land surveying, as defined in paragraph (6) of [Georgia Code Section 43-15-2](#); or
- (E) Landscape architecture, as defined in paragraph (3) of [Georgia Code Section 43-23-1](#).

These will be referred to as architectural and engineering (A&E) services, or consultant engineering services. Agreements for other services may be entered into for services such as long-range planning, economic analyses, real estate negotiations, and environmental assessments. These will be referred to as consultant personal services (not engineering). Throughout this discussion the term "project" means the work to be undertaken by the consultant. An A&E services project may include construction engineering, but will not include the contracted construction work.

It is the policy of the GDOT that the LG will procure all consultant professional services using the Qualification Based Selection (QBS) process as required by the Brooks Act. This means that procurement of these services will be based on open competitive negotiations and the firm(s)'s demonstrated competence and qualification for the type of professional services required at a fair and reasonable price.

The Federal laws and regulations that govern the procurement of design-related services with Federal-aid highway funds are:

- [Title 23 United States Code, Section 112 \(23 U.S.C. 112\)](#), "Letting of Contracts,"
- [Title 23 Code of Federal Regulations, Part 172 \(23 CFR 172\)](#) "Administration of Engineering and Design-Related Service Contracts,"
- [Title 49 Code of Federal Regulations, Part 18 \(49 CFR 18\)](#) "Uniform Administration Requirements for Grants and Cooperative Agreements to State and LGs," or what is commonly called the "Common Rule,"
- Title 40 United States Code, [Chapter 11, Sections 1101-1104](#) commonly called the "Brooks Act."

The GDOT policies and procedures govern the acquisition of professional services provided by consultants for architectural and engineering (A&E) work that is financed in part or fully with Federal-aid highway or State funds. The details of these policies and procedures are found in GDOT POLICY AND PROCEDURE Policy [4020-1](#) and the LG must comply with these Federal and State laws and regulations to qualify for reimbursement with Federal funds.

Public Law 101-121 Section 319 prohibits the use of Federal funds by consultants or sub-consultants who receive a Federal contract, grant, loan, or cooperative agreement pay, to any person for influencing or attempting to influence a Federal LG or Congress in connection with awarding any of the above.

The basic steps to procure consultant service are:

1. Determine the Need For Services.
2. Advertise the Need For Services.
3. Evaluate the Applicants' Qualifications.
4. Select the Most Qualified Firm.
5. Negotiate with the Most Qualified Firm.
6. Execute the Contract

Architectural and Engineering consultant services include the following:

1. Professional or technical expertise to accomplish a specific study, project, task, or other work statement.
2. Any phase of project development, as well as special studies or other assignments within any phase.
3. Periodic examination and consultation or full-time technical inspection during the construction phase.
4. Consultant design and preparation of plans, specifications, and estimates is common when a LG staff is small or when a LG needs additional expertise. Consultant services do not include purchased services provided by a vendor to accomplish routine, continuing, and necessary services.

Before a Local Government advertises for A&E consultant services, it must have a clear definition of the tasks to be accomplished. This includes identification of:

1. The nature and scope of effort required,
2. The technical requirements and qualifications of the consultant services needed,
3. The level of funding resources available,
4. The time frame for performing the work, and
5. The expected results and products to be received.

If assistance is needed in describing the desired scope of work, the LG should seek information from the GDOT Project Manager. Because selection of the most qualified consultant firm is based on evaluations by the LG, it must develop clear selection guidelines (refer to GDOT POLICY AND PROCEDURE Policy [4020-1](#) and the GDOT's [Manual of Guidance for Prequalification of Consultants](#)). The selection criteria should enable the LG to identify and select the consultant best qualified to meet the LG needs and ensure that the selected consultant understands and provides services for the LG needs in the most cost-effective manner.

The basic agreement types are lump sum, cost plus fixed fee, provisional hourly rates, negotiated hourly rates, and cost per unit of work. The LG should determine the type of agreement to be developed with the consultant (though this may be modified during negotiations with the selected consultant). Consultant selection shall provide for maximum open and free competition and should provide opportunities for small and disadvantaged business enterprises to obtain an equitable share of the work, consistent with the project scope and capabilities of available small and disadvantaged owned firms.

Architectural and Engineering consultants may be solicited for:

1. A specific project,
2. A specific stage of a project (i.e., Design Report),
3. General engineering services (i.e., supporting services of a LG staff in studies, design, etc.),
4. For more than one project (i.e., several small bridge design projects) or
5. Multiple phases of a single project, or
6. For a combination of the above.

In the case of projects covering two or more distinct phases, when the cost for the second phase depends on decisions reached during the first phase, the agreement should cover only the first phase. The agreement for preliminary engineering should state that the consultant may be considered for subsequent phases provided this option was identified in the advertised solicitation. The consultant's engagement to complete subsequent phases depends upon the consultant's satisfactory performance on prior work and upon negotiation of an agreement for the subsequent phase(s). The LG is not obligated to use the same consultant firm for all phases. Separate consultant agreements may be considered for each phase (e.g., one for preliminary engineering and another for construction engineering).

Throughout the NEPA process for a project, analyses will need to be completed to address specific impacts. The results of these analyses shall influence the location and design of a project. The project consultant can complete the analyses and related documentation. Specific reports are described as environmental studies to support the overall NEPA document. The subjects will vary by project, but they will typically include purpose and need, archaeology, air quality, noise, ecology, history, environmental justice, hazardous materials, etc.

The studies typically need to be completed during the first phase of the project. They provide key information for use in the Section 106, Section 404, and concept report coordination. Within the actual NEPA document, the special study findings are summarized in text. Copies of the technical reports for each of the environmental studies are referred to in the NEPA document and maintained at GDOT and FHWA.

While an engineering management consultant may assist a LG in fulfilling its responsibilities, the LG cannot delegate these responsibilities to a consultant or to another LG. A consultant serving in a management role for a LG, and then managing consultant agreements with its own firm, is a conflict of interest.

5.2 Advertising Professional Services

Georgia State Law, Code Section 50-22-4, requires the advertising of all licensed and unlicensed professional architectural and engineering (A&E) services with estimated value of \$75,000 or greater through the State of [Georgia Procurement Registry](#) administered by the Department of Administrative Services (DOAS) for a period of no less than thirty (30) days, except for procurements that require the use of the Simplified Acquisition method, or for Emergency Acquisition, or if a waiver for the 30-day duration has been granted by the Commissioner or her designee. The threshold for simplified acquisition is \$75,000. For detailed procedures, refer to [section 3.3](#) of the Consultant Procurement and Contract Management (CPCM) Manual

The advertisement should contain the following information:

1. A project title, estimated project cost, and estimated start and end dates.
2. The general scope and nature of the project or work for which services are required and the address of a representative of the LG who can provide further details.
3. Solicitations of qualification statements, referred to as Requests for Qualifications (RFQ) from consultants, must incorporate a clear and accurate description of the technical requirements for the service to be procured, including any special conditions or certifications required.
4. Solicitations must clearly set forth sufficient detail on how applicant qualifications will be evaluated. These may include but are not limited to key personnel, firm experience, ability to meet schedule, past performance, in-house expertise, familiarity with GDOT/ FHWA standards, and DBE approach and commitment.

5. Non-engineering service applicants should be asked to provide estimates for the man-hours and classifications needed to complete the project.
6. In the event that a project covers multiple phases (see 31.11a), the LG is not obligated to utilize the original consultant for subsequent phases. If the LG desires this option, the advertisement must state the possibility of a multi-phase agreement at the discretion of the contracting LG.
7. All prospective consultants must be advised that compliance with Federal EEO requirements is required for all Federal funded projects.
8. Consultants will also be held to ADA and Civil Rights language for the employing LG.
9. Response Due Date.
10. Publication dates.
11. Specific project cost estimates shall not be requested until a consultant has been selected.

5.3 Architectural and Engineering Consultant Evaluation and Selection Process

The LG shall establish guidelines for technical evaluation of the qualifications received, determination of finalists for the purpose of written or oral discussions, and selection for agreement award. Consultants will be pre-qualified by GDOT and will be selected based upon the qualifications they present. For A&E related services, fees for services cannot be considered during the selection process. Connect with this website for more information about prequalification: [GDOT Prequalification Procedures](#).

The following are frequently utilized as part of the consultant selection process:

1. “Live” Interviews and Presentation of the RFQ by Consultant Individuals or Teams. This approach provides for interaction with the LG and showcases the consultant’s presentation skills. This approach is best for larger, more complex projects, but does increase travel time and costs to the applicant. Video presentation or teleconferencing may be considered as an alternative to reduce travel costs.
2. Telephone Interviews provides for interaction but eliminates travel time and cost. This approach is useful for smaller projects.

Exceptions to the competitive process used for consultant selection:

1. Subsequent Phasing. Selection of a consultant to perform subsequent project phases may only occur if this option was advertised originally (i.e., Phase 1 Preliminary Engineering, Phase 2 Right-of-Way, and Phase 3 Construction Engineering).
2. Contract Amendments. Amendments that do not significantly alter the scope of work can be renegotiated with the existing consultant. However, this should not be used to avoid the responsibility of providing competition for consultant selection.
3. Emergency. To address a set of unforeseen circumstances beyond the LG control which present a real, immediate threat to the proper performance of essential functions, or may result in the material loss or damage to property, bodily injury, or loss of life if immediate action is not taken (GDOT’s [Manual of Guidance for Prequalification of Consultants](#)).
4. Sole Source. Sole source agreements may be requested from the GDOT Project Manager when the consultant provides professional or technical expertise of such a unique nature that the consultant is

clearly and justifiably the only practicable source to provide the service. The LG must provide the GDOT Project Manager written justification for requesting this option based upon:

- a. The unique nature of the services and/or the unique qualifications, abilities, or expertise of the consultant to meet the LG needs. (e.g., are they highly specialized or one-of-a-kind? What are their past performance, their cost effectiveness [learning curve], and/or the follow-up nature of the required services?).
 - b. Other special circumstances that may be relevant such as confidential investigations, copyright restrictions, or time constraints.
 - c. Availability of consultants in the location required. GDOT Project Manager must approve all consultant procedures that are exceptions to the competitive process.
5. Documentation of Selection. Following consultant selection, the LG shall retain the following documentation in the project file:
- a. The names of a minimum of three consultants considered for the work, (excluding exceptions detailed above), and
 - b. Consultant selected and reasons why this consultant was chosen over the others.

5.4 Oversight of the Agreement and Project Closure

The Local Agency shall assign a full time employee as the project administrator to work with the consultant. The project administrator's responsibilities are to:

1. Prepare supplements to existing agreements for services beyond the scope of the original agreement and include the Agency's independent estimate of the costs for the work involved.
2. Ensure that no work is done or costs incurred until the agreements and supplements are approved by the approving authority and executed by the proper parties.
3. Conduct regular meetings with the consultant to track progress and identify potential concerns.
4. Act as a liaison between the Agency and the consultant to assure compliance with the terms of the agreement, including EEO provisions and the use of mandatory forms.
5. Monitor the consultant's progress reports to ensure that problem areas are reported and corrective action taken.
6. Make sure that all work is within the agreement's scope of work,
7. Establish controls to monitor the time for completion of the agreement to ensure that the specified time limitations are not exceeded.
8. Ensure the accuracy of bills presented by the consultant and their consistency with the work performed.
9. Maintain cumulative cost records to assure that costs are allowable, allocable, and reasonable. Track bills to ensure compliance with agreement and fixed fees.
10. Establish controls to prevent overpayment of the agreement and fixed fees. 11. Ensure that all terms and conditions of the agreement have been met prior to final release of the consultant.

5.5 Contract Close-Out

When final contract deliverables have been submitted by the consultant and determined to be satisfactory by the GDOT, the Project Manager shall initiate the contract closeout process by issuing a Stop Work Notice to the consultant. For detailed procedures, refer to these online GDOT sites: [CPCM 6.0](#), [6.2](#), [6.3](#), and [6.4](#).

5.6 Performance Evaluations of Consultants

For Local Governments choosing to use consultants, consultant evaluation form must be completed annually while the work is being performed and/or at the completion of the work being performed. All consultants must be pre-qualified in the area in which they are performing work. In order for GDOT to have a record of each consultant's and sub-consultant's performance, the LG should complete the evaluation form for each consultant and sub-consultant involved with the project and submit to the GDOT Project Manager. The evaluation form can be found at the following link:

<http://mygdot/info/pap/Forms/ManualofGuidance.pdf>

For further information contact:

Georgia Department of Transportation
Office of Transportation Services
Prequalification
One Georgia Center
600 West Peachtree Street, NW, 19th Floor
Atlanta, GA 30308
Telephone (404) 631.1930

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CHAPTER 6: BILLING/ELIGIBILITY/RECORDS

6.1 Progress Billing

All progress billings shall be submitted to the Georgia Department of Transportation (GDOT) Project Manager by the LG in accordance with the terms of the LG agreement and GDOT. When right of way acquisition is applicable to a LG Let project it is the responsibility of the LG to follow the *Acquisition Guide for Local Public Agencies and Sponsors* manual. The *Acquisition Guide for Local Public Agencies and Sponsors* manual provides the requirements for LG invoice for right of way.

NOTE: All accrued cost incurred prior to FHWA Federal-aid approval and authorization is ineligible for Federal aid and become the liability of the LG.

The execution of the LG Qualification Certification Agreement or any subsequent agreements between the GDOT and LG does not constitute approval of Federal funds. All FHWA Federal-aid eligible cost start after the FHWA Georgia Division signs and executes authorization then notifies GDOT. FHWA authorization will remain in effect but is subject to withdrawal for all or any part of a LG Administered Project found not to be in compliance with the Federal-aid laws, procedures or regulations.

GDOT assigns a contract number for all Federal aid construction projects. This contract number identifies the project contractor to the Federal Project Number; STIP Project Number and PEOPLE SOFT Accounting numbers. The LG will include the GDOT contract number on all correspondence, invoices or other transmittals in addition to the STIP Federal aid project number.

6.2 Invoicing Procedures

After GDOT has fully executed all applicable agreements with the LG and the GDOT Project Manager has provided written notice to proceed, the LG may begin work on the project. Any work that is performed before the FHWA official authorization date does not qualify for reimbursement.

Progress invoices are submitted as follows:

1. The LG begins work on the first phase of the project.
2. The LG submits a request for accrued cost payment to the GDOT in accordance with applicable agreements. The LG will indicate on each request the total accrued cost paid and the amount of accrued cost paid as the LG non-Federal share match.
3. Reimbursement requests are processed by GDOT using standard procedures. The LG will be paid the Federal-aid share of accrued cost invoiced.

6.3 Invoice Numbering and Timing of Submittal

Progress billings will be numbered sequentially and submitted not more than once per month.

If the billing is prepared properly, payment should normally be received within 30 calendar days from the date the invoice is received in GDOT contracts payable office. This is in accordance with the Federal Acquisition Regulation (FAR) 32.9 Prompt Payment.

If payment is not received within this time, the LG should contact the GDOT.

6.4 Identification of Participating and Non-participating on Invoice

After FHWA project funding authorization is approved costs are eligible for FHWA participation if claimed in accordance and compliance with Title 23 United States Code (USC), 23 Code of Federal Regulations (CFR) and Office of Management and Budget (OMB) Circular A-87.

The costs must be applied directly for the benefit of the project being charged, i.e., labor and materials are charge directly to the project.

Participating Functions:

Preliminary Engineering: FHWA preliminary engineering (PE) funding approval authorization date begins Federal PE eligibility. PE work of locating and designing, conducting environmental activities, making surveys and maps, sinking test holes, making foundation investigations, preparing plans, specifications and estimates, centerline, right-of-way plan preparation and other related preliminary work and incidental construction staking, to the extent such staking is necessary to review construction plans, and related general engineering preparatory to the letting of a contract for construction. The work may include traffic counts, studies undertaken to determine traffic demands, holding of public meetings & public hearings, preparation of right-of-way cost estimates, legal, and other costs incidental to the location and design of a highway project necessitating the acquisition of right-of-way thereon up to but not including the appraisal of individual parcels for acquisition purposes.

These engineering costs are generally incurred prior to the date of construction, PS&E approval or the date construction plan changes are completed prior to the beginning of construction. The date of contract award is the cutoff for charging to preliminary engineering.

Acquisition of Rights-of-Way: The continuation of preparation of right-of-way plans; appraisal for parcels acquisition; review of appraisals; preparation for and trial of condemnation cases; management of properties acquired; furnishings of relocation advisory assistance; and other related labor expenses. No right-of-way acquisition activities will begin by the LG prior to both FHWA approval of NEPA document and FHWA right-of-way phase authorization. *NOTE: Violation of any of the requirements may jeopardize all or part of the project's eligibility for Federal funding. Violation of this requirement will result in the project being ineligible for Federal funding and the LG liable to reimburse the FHWA for all applicable ineligible accrued payments received for the project.*

Construction Engineering: The work of supervising construction activities, the inspection of construction and related mechanical aspects, e.g., staking necessary to review construction plans together with those staking activities necessary for the LG to control construction operations, testing materials incorporated into construction, checking shop draws, and measurements for and preparations of progress and final estimates. Construction engineering costs are generally incurred only after the approval of the PS&E, a contract number is issued, and also incurred prior to:

- J. The date of completion of the final contract pay estimates and its submission to the contractor;
- K. The final date of charges for required material testing; or
- L. The date of completion of the separation of contract cost by code type, location, etc., whichever is applicable to that portion of the construction engineering phase involved.

Administrative Settlement Costs – Contract Claims: Services related to the review and defense of claims against Federal aid projects.

Miscellaneous Functions: Costs incurred for other activities which are properly attributable to, and for the benefit of, Federal aid projects but are not assignable to any of the previously defined functions.

Construction Costs Other Than Contractor Payments: *NOTE: Violation of any of the requirements may jeopardize all or part of the project’s eligibility for Federal funding. In addition, no project will be advertised for bids, nor will any project work be undertaken, and no materials will be purchased on any Federal-aid project prior to Construction Phase authorization from FHWA and GDOT. Violation of this requirement will result in the project being ineligible for Federal funding.*

- M. Royalty expenses for material furnished by the LPA that are used by the contractor.
- N. Temporary signs, traffic control labor, traffic control devices, and temporary illumination furnished by the LPA. The initial basic cost of traffic control devices purchased for use on the projects in an authorized participating cost.
- O. Work performed by local forces pertaining to the Federal aid project.

Nonparticipating Functions: Classifications of work ineligible for Federal participation:

General Administration: General Administration, supervision, and other unallowable overhead costs of the LG are those functions considered necessary for the management, supervision, and administrative control of a suitably equipped, staffed, and operational agency but are not expended directly to labor or materials within the termini of the project. Examples of such unallowable costs may include, but not limited to, the following types of personnel, related payroll benefit costs, and other administrative support services:

- P. Directors, Department Heads, Legal, Accounting, Budgeting, Personnel, and Procurement Units.
- Q. Related clerical, secretarial, and other support services for officials and personnel listed immediately above.
- R. Management, supervision, and administration overhead costs incurred by other units of government of state, county, or city governmental organizations.

6.5 Standards for Selected Items of Costs

The following are standards for determining the allowable selected items of costs. In general, costs must be reasonable, necessary, and allocable to the specific project. The allowable selected items of cost are subject to the general policies and principles stated above.

a. Salaries and Wages:

1. Subject to appropriate authorization requirements, Federal funds may participate in the cost of salaries, wages, and related payroll expenses incurred for periods of time public employees are actively engaged, either directly or indirectly, in project related activities.
2. Salaries, wages, and related payroll expenses of a LG for maintenance, general administration, supervision and other overhead are not eligible for reimbursement.

b. Travel and Transportation:

1. Federal funds may participate in the cost of commercial transportation, privately owned automobiles, and per diem or subsistence essential to the completion of the project and is performed in accordance with prescribed procedures.

2. Reimbursement may be made for use of privately owned automobiles and per diem or subsistence incurred in conformance with the established reimbursement policy of the local agency.

c. Employee Leave and Holidays:

1. A LPA may claim reimbursement for the costs of leave e.g., annual, sick, military, jury, etc., that is earned, accounted for, and used in accordance with established procedures. The cost of such leave must be a liability of the LPA, must be equitably distributed to all activities, and the pro rata costs distributed to a Federal aid project must be representative of the amount that is earned and accrued while working on the project.
2. Compensatory leave granted by a LPA in lieu of payment of overtime to eligible employees may be claimed for reimbursement if accrued and granted under established policies on a uniform basis. Such leave costs must meet the criteria discussed in paragraph (a) of this section.
3. Costs for other leave of a similar nature which may be peculiar to a specific LPA may also be reimbursed provided it meets the criteria set forth in paragraph (a) of this section.

d. Social Security, Retirement, and Other Payroll Benefits:

1. Federal funds may participate in allocable costs incurred for social security, retirement, group insurance premiums, and similar items applicable to salaries and wages of public employees engaged in work on Federal aid projects.
2. The costs for such benefits must be a liability of the LPA and must meet the criteria set forth in paragraph 1 of c above.

6.6 Utility Relocations, Adjustments, and Reimbursement

a. Eligibility:

1. When requested by the LPA, Federal funds may participate, at the pro rata share applicable, in an amount actually paid by the LPA for the costs of utility relocations. Federal participation is subject to the provisions of Chapter 645.103 of 23 CFR and may be under one of the following conditions:
 - a. The LPA certifies that the utility has the right of occupancy in its existing location because it holds the fee, an easement, or other real property interest, the damaging or taking of which is compensable in eminent domain;
 - b. The utility occupies privately or publicly owned land, including public road or street right of way, and the local authorizing such payment in conformance with the provisions of 23 U.S.C. 123; and/or
 - c. The utility occupies publicly owned land, including public road and street right-of-way, and is owned by a public agency of political subdivision of the state, and is not required by law or agreement to move at its own expense, and the LPA certifies that it has the legal authority or obligation to make such payments.

2. On projects which the LPA has the authority to participate in project costs, Federal funds may not participate in payments made by a political subdivision for relocation of utility facilities when state law prohibits the LPA from making payment for relocation of utility facilities. 23 CFR 645.107.
3. On projects which the LPA has the authority to participate in project costs, Federal funds may participate in payments made by a political subdivision for relocation of utility facilities when the LPA certified that such payment is based upon the provisions of this part and does not violate the terms of a use and occupancy agreement, or legal contract, between the utility and the LPA.
4. Federal funds are not eligible to participate in any costs for which the utility contributes or repays the LPA except for utilities owned by the political subdivision on projects which qualify under the provisions of 23 CFR 645.107, in which case the costs of the utility are considered to be the cost of the LPA.
5. The FHWA may deny Federal fund participation on any payments made by the LPA for the relocation of utility facilities when such payments do not constitute a suitable basis for Federal fund participation under the provisions of Title 23, U.S.C.
6. The rights of any public agency of political subdivision of a state under contract, franchise, or other instrument or agreement with the utility, pertaining to the utility's use and occupancy of publicly owned land, including public road and street right-of-way, shall be considered the rights of the LPA in the absence of state law to the contrary.
7. In lieu of the individual certifications required by paragraph (1) and (3), the LPA may file a statement with the FHWA setting forth the conditions under which the LPA will make payments for the relocation of utility facilities. The FHWA may approve Federal fund participation in utility relocations proposed by the LPA under the conditions of the statement when the FHWA has made an affirmative finding that such statement and conditions form a suitable basis for Federal fund participation under the provisions of 23 U.S.C. 123.
8. Federal funds may not participate in the cost of relocations of utility facilities made solely for the benefit or convenience of a utility, its contractor, or a highway contractor.
9. When the advance installation of new utility facilities crossing or otherwise occupying the proposed right-of-way of planned highway project is underway, or scheduled to be underway, prior to the time such right-of-way is purchased by or under control of the LPA, arrangements should be made for such facilities to be installed in a manner that will meet the requirements of the planned highway project. Federal funds are eligible to participate in the additional cost incurred by the utility that are attributable to, and in accommodation of the highway project provided such costs are incurred subsequent to authorization of the work by the FHWA. Subject to the other provisions of this regulation, Federal participation may be approved under the foregoing circumstances when it is demonstrated that the action taken is necessary to protect

the public interest and the adjustment of the facility is necessary by reason of the actual construction of the highway project.

10. Federal funds are eligible to participate in the costs of preliminary engineering and allied services for utilities, the acquisition of replacement right-of-way for utilities, and the physical construction work associated with utility relocations. Such costs must be incurred by or on behalf of a utility after the FHWA has authorized the LPA to precede in accordance with 23 CFR 630, subpart A, Federal-Aid Programs Approval, and Project Authorization.

6.7 Reimbursement of Railroad Work

Costs must be incurred in accordance with 23 CFR part 646 B and will be reimbursed in accordance with 23 CFR Part 140, subpart I, Reimbursement of Railroad Work.

6.8 Audit Expense

The costs of financial audits are allowable provided that the audits were performed in accordance with the Single Audit Act, as implemented by Circular A-133 Audits of State, Local Governments and Non-profit organizations.

The LPA may use other state, local agencies, and Federal audit organizations as well as licensed or certified public accounting firms to augment its audit force. Audits of third party contract costs, and other audits providing assurance that a recipient has complied with FHWA regulations are all considered project related audits. These financial type audits are different than Construction/Engineering Compliance Audits noted in Section 11.4.

6.9 Other Cost Allowable Subject to FHWA Approval

Although some category of expenditures are not mentioned specifically in 23 CFR Part 140,, “Reimbursement” as eligible for Federal participation, should the LPA wish to seek Federal participation it is allowed to request approval from the FHWA prior to billing. The expenditures should relate to the Federal aid project and be well identified through proper documentation.

6.10 Other Unallowable Cost

Other unallowable costs include those costs identified in OMB Circular A-87.

- **Contributions and Donations:** Contributions and donations, including cash, property, and services, by governmental units to others, regardless of the recipient, are unallowable.
- **Entertainment:** Costs of entertainment, including amusement, diversion, and social activities and any costs directly associated with such costs (such as ticket to shows or sports events, meals, lodging, rentals, transportation, and gratuities) are unallowable.
- **Fine and Penalties:** Costs resulting from violations of or failure to comply with Federal, state, and local laws and regulations are unallowable.
- **Fund raising and investment management costs:** Costs of organized fund raising, including financial campaigns, solicitation of gifts and bequest are unallowable, regardless of purpose for which the funds are used.

- **Governor’s Expenses:** The salaries and expenses of the office of the governor of a state or the chief executive of a political subdivision are unallowable.
- **Legislative Expenses:** Salaries and other expenses of the state legislative or similar LG bodies, such as county supervisors, city councils, school boards, etc., whether incurred for purposes of legislation or executive direction, are unallowable.
- **Bad Debt:** Any losses arising from uncollectible accounts and other claims, and related costs, are unallowable unless provided for in Federal program award regulations.
- **Under-recovery of Costs under Grant Agreements:** Any excess of cost over the Federal contribution under one grant agreement is unallowable under other grant agreements.
- **Contingencies:** Contributions to a contingency reserve or any similar provision made for events the occurrence of which cannot be foretold with certainty as to time, or intensity, or with an assurance of their happening, are unallowable.

6.11 Final Records

The Local Government must document the work performed on the contract. Documentation consists of field books, inspector’s record of field tests, LPA engineer’s and inspector’s diaries, all invoices, weigh bills, truck measurements, quantity tickets, receiving reports, field office ledgers, mass diagrams, cross-sections, computer listing, work profiles, etc. All records will be subject to GDOT Compliance reviews and audits. Findings and exceptions must be addressed within 30 days.

Final records shall be retained in accordance applicable state and Federal laws discussed in Chapter 11.

6.12 Access to Records

In accordance with 49 CFR Subtitle A 18.43 (e) the awarding agency and the Comptroller General of the United States, or any of their authorized representatives, shall have the right of access to any pertinent books, documents, papers, or other records of grantees and sub-grantees which are pertinent to the grant, in order to make audits, examinations, excerpts, and transcripts.

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CHAPTER 7: PLAN DEVELOPMENT PROCESS (PDP)

7.1 Overview

The GDOT Project Manager is the primary contact point for the LG related to the Plan Development Process (PDP). All submittals from the LG to the GDOT will be through the GDOT Project Manager. The GDOT Project Manager is responsible for reviews, recommendations, coordinating and approvals through the GDOT District, Divisions and Offices. (See Chapter 2.5 for specific project activities GDOT retains approval authority).

The GDOT PDP provides detailed LG Administered Project guidance for planning, programming, scheduling, concept development, preliminary design, final design, design guideline variances, construction, and project management system. Observing these procedural steps should avoid project delays related to project development.

7.2 The Plan Development Process (PDP)

The GDOT website for the Plan Development Process is:

<http://www.dot.state.ga.us/doingbusiness/Pages/default.aspx>

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CHAPTER 8: LOCAL GOVERNMENT RIGHT OF WAY ACQUISITION

8.1 Overview of Local Government Right of Way Acquisition Responsibilities

The District Right of Way LG Coordinator is the primary contact point for the LG for all activities related to right of way. The District Right of Way LG Coordinator will assist LG monitor the acquisition process to ensure compliance with Federal and state laws, prepares all right of way documents, attends public hearings, property owner meetings, and field plan reviews.

The GDOT *Acquisition Guide for Local Public Agencies and Sponsors* provides how to get started, right of way acquisition contracts, pre-acquisition activities, and property acquisition procedures. Contacting the GDOT District Right of Way LG Coordinator and observing the right of way procedures in the *Acquisition Guide for Local Public Agencies and Sponsors* should avoid project delays and assure Federal-aid eligibility. However, if a LG starts property acquisition discussions with owners before NEPA document approval or appraisal completion a violation of Federal-aid regulations will occur resulting in Federal-aid eligibility termination. Termination of Federal-aid eligibility will occur at any time by the Federal Highway Administration (FHWA) when a LG violates requirements of 49 CFR 24, 23 CFR 710 or the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970.

It is the responsibility of the LG to hire qualified appraisers, acquire property according the Federal and state regulations, and have all appraisals reviewed by qualified review appraisers. Prior to bid activities the LG will obtain all utility/railroad agreement approvals and construction easements. The LG will send the right of way certification document to the GDOT Project Manager who will forward the certification document to the District Right-of-Way LG Coordinator. Note that the certification of right of way will be based on information provided to the GDOT Office of Right of Way by the LG for their LG project letting. It is the LG's responsibility to follow Federal and State requirements (See 6.3 Right of Way References).

8.2 ACQUISITION GUIDE FOR LOCAL PUBLIC AGENCIES AND SPONSORS

The purpose of the *Acquisition Guide for Local Public Agencies and Sponsors* Manual is to provide the LG, public agencies and their sponsors with guidance in determining appropriate right of way procedures to be followed as a condition of obtaining funds through various transportation programs administered by the GDOT. The Manual provides to process for right of way acquisition, identifies the different types of projects, applicable forms and billing procedures.

8.3 Right of Way References

Federal Highway Administration Real Estate Division: The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Uniform Act)

<http://www.fhwa.dot.gov/realestate/ua/index.htm>

The *Acquisition Guide for Local Public Agencies and Sponsors* is at website:

<http://www.dot.state.ga.us/localgovernment/pages/default.aspx>

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CHAPTER 9: UTILITY AND RAILROAD RESPONSIBILITIES

9.1 Overview of Local Government (LG) Utility and Railroad Responsibilities

The GDOT District Utilities Engineer is the primary contact point for the LG for all activities related to utilities. The GDOT railroad point of contact for the LG is in the State Office of Utilities, GDOT Railroad Liaison Coordinator. The LG is responsible for all arrangements with the owners of affected facilities for their protection, relocation or removal. The LG must accomplish this in accordance with GDOT policy and procedure for those facilities located within the limits of work. The LG will meet requirements of current edition of the GDOT Utilities Accommodation Policy and Standards Manual (UAM), assure encroachments are permitted and meet all conditions of existing agreements. The LG will follow the Federal Code of Regulations 23 CFR 645 & 646 and provide the GDOT with Certification of Compliance prior to its request for FHWA construction fund authorization. The LG must follow the PDP (See Chapter 5).

Any rail crossings involved or impacted by the project must be evaluated for adequate crossing protection. Crossing protections are to be coordinated with State Office of Utilities, GDOT Railroad Crossing Program Manager regardless if the railroad is located on system of off-system. Permission to work on railroad right of way must be obtained and coordinated with railroads may extend project delivery for two years or more. When a Railroad Agreement is required the LG will provide details of work by each party, method of payment, maintenance responsibilities and Insurance.

Any utilities not owned by a railroad will be processed as a utility relocation by the LG. The GDOT District Utilities Engineer will assist the LGs to ensure compliance with federal and state laws but it is solely the LG responsibility to obtain specific authorization, including GDOT certification to relocate utilities and obtain approval of all utility agreements before proceeding with advertising for bids. It is the LG's responsibility to assure all utility and Railroad activities initiate and end with the GDOT State Office of Utilities.

NOTE: Any LG that advertises their local administered project for bid prior to the FHWA construction authorized approval can result in loss of all federal funding.

9.2 Local Government Subsurface Utility Engineering (SUE) Responsibilities

The LG must make a decision as early as possible but no later than the concept stage, whether or not to obtain a first submission to the Utility Owners or to obtain SUE services. The LG must consider using SUE services on any project where inaccurate underground utility information would negatively impact the project in a significant way. If the LG decides to obtain SUE services, then it will be their responsibility to notify the State Utilities Office of their decision to ensure that SUE services were not already performed under a separate project. The SUE services will take the place of first submission to the Utility Owners.

The LG can refer to the UAM for details regarding the different Quality Levels of SUE and their uses or contact the State Subsurface Utilities Engineer at the State Utilities Office for guidance. The selected SUE consultant/sub-consultant must be prequalified in area class 5.08. The Department's SUE Scope of Services and other pertinent information can be found under the GDOT Office of Utilities SUE Website: <http://www.dot.ga.gov/doingbusiness/utilities/sue/Pages/default.aspx>

The LG will be responsible for ensuring that the SUE information complies with the Department's Electronic Data Guidelines (EDG) and the Plan Presentation Guide (PPG). Also, when applicable, the LG must coordinate with the project's surveyor to ensure that there is no overlap in scope and to ensure that the SUE consultant/sub-consultant uses the proper survey controls.

The milestones set in the PDP must be adhered to by the LG to avoid delaying the project's schedule. The proper implementation of SUE in relation to the project's development is critical to maximizing its usefulness in utility conflict avoidance. Second submission to the Utility Owners follows the process detailed in Section 9.3 below regardless of whether or not the LG decides on obtaining First Submission to the Utility Owners or obtaining SUE services.

9.3 Local Government Utility Relocation Plans

The LG must make several decisions affecting utilities in the Plan Development Process (PDP), ideally at the concept stage but no later than the early stages of preliminary design:

- Who is funding the utility relocation costs will be in the Project Framework Agreement
- Who is to perform the relocation design for water and sewer,
- Is the water and sewer or other utility relocations to be put in the construction contract?

The request for utility relocation plans, along with a later second submission for utility plans, must go to the respective utility owners. The LG responsible staff will send updated base plan sheets or electronic files to the District Utility Engineer. This updated information will contain the plotted existing utility information, preliminary drainage (including longitudinal drainage) and erosion control plans, stage construction plans, bridge and wall locations with foundations, preliminary right-of-way and easement lines, strain and signal pole locations, and construction limits as set following the Preliminary Field Plan Review (PFPR). The second request for utilities shall occur as soon as possible following approval of the PFPR Report approval. The District Utilities Office shall be copied on all correspondence.

The final utility plans will be furnished to the District Utilities Engineer no later than three months before the Final Field Plan Review (FFPR). All requests for utility relocation plans must go to the respective utility owners. The District Utility Office shall be copied on all correspondence.

9.4 Utility Agreements

Utility Agreements are required on projects that involve a utility easement, utility right-of-way, or conflict with a utility that provide documentation showing "Prior Rights." The need for a utility agreement must be anticipated to avoid delaying the project. The LG Project Manager should check with the GDOT District Utilities Engineer early in the preliminary design stage to ascertain the required information needed to furnish the utility owner in order that utility agreements can be negotiated. All utility agreements must be approved and signed before a project can be authorized for letting. This is usually ten (10) weeks before a letting for all projects.

9.5 Railroads

LGs are herein notified that railroad coordination and the processing of railroad agreements can take several years. It is imperative that any proposed work in the vicinity of or on railroad property such as the railroad crossing of any railroad or railroad right-of-way, including parallel encroachment, be identified early and coordination began immediately thereafter. The State Utilities Office will be notified immediately upon the recognition of any such railroad involvement by the GDOT Project Manager or the LG. Any railroad coordination with the railroad located on an on-system route, will be handled by GDOT Railroad Liaison Coordinator. LG is responsible for railroad coordination on off-system routes.

All railroad agreements must be approved and signed before a project can be authorized for letting. This is usually ten (10) weeks for all projects.

9.6 Utility and Railroad Certifications

LG responsible staff in charge shall submit on municipal or county letterhead to the GDOT District Utilities Office a statement that all utility coordination has been completed along with all utilities and railroad executed agreements. The District Utilities Office will submit the information to the GDOT State Office of Utilities (Atlanta) who will certify to the Office of Engineering Services with a copy to the Office of Construction Bidding Administration that the utilities are clear and required agreements are in-hand no later than ten (10) weeks prior to the LG scheduled date for advertising the local administered project for bid. The Office of Engineering Services will review utility certification, right-of-way certification, environmental certification and other federally required items before recommending construction authorization final approval to FHWA.

NOTE: Any LG that advertises their local administered project for bid prior to the FHWA construction authorized approval can result in loss of all federal funding.

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CHAPTER 10: CONSTRUCTION BIDDING ADMINISTRATION

10.1 Letting Responsibility

Projects will be let by GDOT and the submittal of all plans and information to the Department shall follow the PDP Chapter 7. Chapters 10, 11, 12 and 13 of the LAP Manual are only related to projects that are to be let by the Local Government as noted in Section 1.11 and 1.12

10.2 Construction Authorization by FHWA Always Required First

With the LG's completion of the Plan Development Process (PDP) as discussed in Chapter 7 found at <http://www.dot.state.gov/doingbusiness/Pages/default.aspx> . The LG will submit to the Project Manager a request for authorization of construction funds. This request shall be made at least 45 or more days prior to the assigned let date. The following documents will be provided by the LG with its request for construction funding authorization.

- A cover letter requesting construction funding authorization
- A letter from the LG verifying the project meets the STIP requirements
- GDOT's environmental certification
- A copy of the ROW certification (as submitted to the LG Coordinator)
- Utility certification letter, including copies of executed utility agreements
- ADA compliance letter
- PS&E Package (Must be reviewed and approved by GDOT Project Manager prior to construction authorization)

Upon review and approval of the authorization package the Project Manager will:

- Submit a GDOT Form 1625 Spending Authority request for GDOT Management approval
- Verify the Utility certification with the District Utility Office
- Verify the ROW certification with the District LG Coordinator

Upon approval of the 1625, utility certification and ROW certification the GDOT Project Manager will forward all documents to the GDOT State Project Review Engineer for oversight compliance of Federal-aid procedures.

A FHWA Work Authorization Request for construction funding will then be prepared by the Office of Financial Management; the GDOT State Project Review Engineer confirms all certifications, and executed utility agreements were received; and, FHWA reviews for final approval of the Federal construction fund authorization.

Note: The loss of Federal funding will result if the LG advertises their project prior to FHWA Construction Phase Authorization; or the project is not in the approved Statewide Transportation Improvement Program,

or NEPA approvals did not follow Federal regulations or right-of-way activities were initiated before FHWA right-of-way authorization.

10.3 The Local Government Bidding, Letting and Award Process

The GDOT web site, “The Source” at <http://www.dot.ga.gov/doingbusiness/TheSource/Pages/home.aspx> provides the LG with guidelines as the LG accepts its role representing the Department and FHWA as stewards of the Federal-aid process. In “The Source” General Provisions, Construction and Bridge Manual details are defined for the LG is to follow.

General Provisions

- 101–Definition of Terms
- 102–Bidding Requirements and Conditions
- 103–Award and Execution of Contract
- 104–Scope of Work
- 105–Control of Work
- 106–Control of Materials
- 107–Legal Regulations and Responsibility to the Public
- 108–Prosecution and Progress
- 109–Measurement and Payment
- 148–Pilot Vehicles
- 149–Construction Layout
- 150–Traffic Control

The LG is responsible for complying with 23 CFR 633, 23 CFR 635.113, 23 CFR 635.114, and OCGA 32 before proceeding with the advertising, bidding, acceptance of sealed bids, public opening of the bids, review and award process. Bids not read must be identified and the reason for not reading the bid is required. All bidding contractors must be pre-qualified by GDOT.

“The Source” in Section 103 defines the award and execution of a contract. LGs must receive bonded document with contractor bids. The LG will submit all bids to the GDOT Project Manager for concurrence of an acceptable low bidder. The Project Manager will review the submittal to determine if bids are acceptable in accordance with 23 CFR 635.114 and OCGA 32. Once the low bid has been deemed acceptable the Project Manager will generate the Local Let Construction Agreement.

10.4 Local Administered Project Construction Agreement

The Project Manager will prepare and coordinate the Local Let Construction Agreement using the selected bid. The Local Let Construction Agreement template is located under ‘forms’ on the GDOT Internal website “MyGDOT”. **All contracts shall be unit price contracts unless special permission is granted to use lump sum contracts in writing by GDOT.** Four copies of the Local Let Construction Agreement will be prepared and submitted to the LG for approval. The LG will return the signed Local Let Construction Agreement to the Project Manager for final approvals.

Once the Local Let Construction Agreement is returned to GDOT and executed internally, the Project Manager then sends a notification is forwarded to Office of Financial Management (OFM) with the contractor’s name, actual let date, and the bid award amount. OFM creates a Contract ID number and provides that to the Project Manager.

NOTE: For enhancement projects such as sidewalk improvements or lighting projects, the request for a Contract ID should go to the Accounting Supervisor in OFM. For all other projects, the request should go to the Contracts payable Manager in OFM.

After the Local Let Construction Agreement final approval the GDOT Project Manager will issue to the LG a written "Notice to Proceed" with construction that will include the GDOT Contract ID number for the project. It is the LG's responsibility to obtain the National Pollutant Discharge Elimination System (NPDES) permit from the Georgia Environmental Protection Division (EPD) prior to construction.

The LG will provide a copy of the final plans and a copy of the executed construction contract between the LG and the contractor to the Project Manager.

When the LG accepts predetermined GDOT level of supervisory responsibility to administer a Federal funded project, the LG becomes the Contract Administer. The LG accepts the duties and responsibilities for Federal-aid stewardship as required in the FHWA Contracts Administration Core Manual at <http://www.fhwa.dot.gov/programadmin/contracts/cacc.pdf> where FHWA Form 1273, "Required Contract Provisions Federal-aid Construction Contracts" is also found.

10.5 Formal Notification to the District Construction Office

After the project has been advertised for construction and before bids are taken, the Project Manager will confer with the District Construction Engineer to provide formal notification to the district offices of LPA's project approval and determine if a transition conference should be held.

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CHAPTER 11: CONSTRUCTION ADMINISTRATION

11.1 Preconstruction Conference

It is the responsibility of the LG to follow the guidelines in the Construction Manual, Bridge Manual, and STI Manual posted on the GDOT website. Among the Local Let project responsibility is the requirement to conduct a preconstruction conference after the Local Let project is awarded and before construction begins. The conference shall be led by the Project Manager as prescribed in the LG certification. A checklist for conducting a “Preconstruction Conference” is found at the GDOT website in “The Source” see the Construction Manual Section 105.01.A. The LG full time employee in responsible charge will provide the time and place for the preconstruction conference with the Contractor, Subcontractors, GDOT Project Manager, Representatives from utility and railroads, OMR Testing Management Operations Supervisor, and other interested parties to the project.

The Preconstruction Conference will discuss the construction plans, all environmental commitments and right-of-way issues, any other special concerns, Federal and state construction requirements, EEO, DBE, and contractor training requirements, project construction schedule, construction checklist, labor source and reporting requirements, public safety requirements and maintenance.

All attending the Preconstruction Conference and any interested party will be provided copies of the minutes of the conference by the LG employee responsible for conducting the conference.

The GDOT Construction Manual is provided at:

<http://www.dot.state.gov/doingbusiness/consultants/Pages/default.aspx>

Construction Manual (Last Updated Tuesday, February 26, 2008)

Construction Manual Revisions (Last Updated Tuesday, February 26, 2008)

Construction Forms (Last Updated Friday, June 20, 2008)

11.2 Quality Assurance

It is the LG’s responsibility to assure all materials, standards and contract specifications are in compliance with the provisions of the contract awarded. The GDOT Project Manager will assist the LG with understanding their material source approval responsibilities, rejection of materials procedures, batch material delivery ticket acceptance and retention procedures, materials sample and tests assurance procedures, and independent assurance testing procedures.

The LG must inform the Contractor that they must use suppliers on the Qualified Products List (QPL) and the Contractor must notify the QPL suppliers that they are supplying material for a GDOT project and provide a project number.

Requirements for LG employees or LG consultant to perform construction quality assurance testing:

- Quality Assurance must be done in accordance with 23 CFR 637 and GDOT’s Sampling, Testing and Inspection Manual. A OMR-LAP-1v4 form is required to be submitted and approved for every project. The form lists the specific names, employer and certification number of the certified technicians that will be performing sampling and testing on the project.
- If LG performs the QA: LG lab must be accredited by the AASHTO Accreditation Program and individual employees performing testing must be certified by GDOT

- Consultants must be prequalified on a project-by-project basis as follows:
 - Acceptance testing:
 - Consultants performing lab work must be prequalified in Area Class 604a and must be accredited by the AASHTO Accreditation Program in the appropriate lab tests.
 - Consultants performing field sampling and roadway testing must be qualified in Area Class 604b and GDOT certified in the appropriate field tests (RTT or Concrete Certification).
 - Consultants performing both roadway and laboratory testing must be prequalified in both Area Class 604a and 604b and meet all requirements above.

- GDOT specifications require the Contractor to perform mixture Acceptance testing at the asphalt plant. Verification testing (VT) will be performed by GDOT at the asphalt plants as part of the GDOT existing QPL process.
 - Notify the Office of Materials and Research of the start of the asphalt paving on the project 30 days ahead, VT will be done for the project as part of GDOT regular plant reviews.

- Independent Assurance (IA) will be performed by GDOT based on the specific certified testers that are submitted on the OMR-LAP form.

- Submit all test data electronically at least weekly to GDOT using GDOT’s Field Data Collection System (FDCS)

- A Quarterly Materials Checklist is required to be completed and sent to GDOT quarterly for every project. A Final Materials Checklist is required to be completed and sent to GDOT at the completion of the project. See GDOT Construction Manual Section 20. The LG must cooperate with GDOT by providing any necessary documentation for the completion of the Materials Certificate.

Control of materials is an oversight responsibility for the LG. Specific requirements are detailed in GDOT’s “The Source” STI tab

<http://www.dot.ga.gov/doingbusiness/TheSource/Pages/sti.aspx>

11.3 Measurements and Payments

The LG will be responsible for progress and payments of the project in accordance with the details provided in the GDOT “The Source” Standard Specification, General Provisions, in Section 109.

<http://www.dot.state.gov/doingbusiness/consultants/Pages/default.aspx> 109—and the Measurement and Payment sections in each individual specification section.

The LG is responsible for submitting any contract modifications to the GDOT Project Manager or Area Engineer prior to execution. Contract modifications can include cost, time, or specification changes. All contract modifications require GDOT approval, whether the costs are to be paid for by Federal-Aid funds or not. As a minimum, contract modifications involving cost changes require a fair detailed estimate to be completed prior to receiving the contractor's estimate for additional work.

11.4 Reviews and Audits for Construction Manual Compliance

The LG will be responsible for administering their project in accordance with the GDOT Construction Manual. The GDOT Construction Manual details administration of DBE requirements, diaries, document control logs, equipment list, project record reviews, engineering auditing, payrolls, project records, utility, railroad, billing, source-supporting-materials documents and other applicable items.

The Engineering Audit Review shall reasonably confirm compliance with contract requirements, including but not limited to federal and state reporting obligations, individual item measurements and payment calculations, and material certification sources. An Audit report must be compiled after each review and resolved within 30 days.

11.5 Other Control of Work and Construction Legal Regulations

The LG assumes the responsibilities for the construction control of work and legal regulations. The details of the responsibilities are provided in the GDOT "The Source" at <http://www.dot.state.gov/doingbusiness/consultants/Pages/default.aspx>

Standard Specifications: General Provisions

- 101–Definition of Terms
- 102–Bidding Requirements and Conditions
- 103–Award and Execution of Contract
- 104–Scope of Work
- 105–Control of Work
- 106–Control of Materials
- 107–Legal Regulations and Responsibility to the Public
- 108–Prosecution and Progress
- 109–Measurement and Payment
- 148–Pilot Vehicles
- 149–Construction Layout
- 150–Traffic Control

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CHAPTER 12: CONSTRUCTION COMPLETE

12.1 Contractor’s Notice of Project Nearing Completion

The contractor is to notify the LG when the project is 90- 120 days from completion. The LG staff in responsible charge and the GDOT Project Manager will conduct a semi-final field inspection to confirm that status.

12.2 Final Inspection and Final Acceptance

It is the LG’s responsibility to schedule Closing Conference 60 days prior to the projected completion of the project. The GDOT Project Manager, other interested parties and the LG staff in responsible charge of the project will meet with the contractor. The Closing Conference will discuss all outstanding items of work, final reports needed and provide the contractor with a corrections list, list of information needed for Material Certification, a list of final reports and other paper work required for acceptance of the project.

It is the contractor’s responsibility to notify the LG in writing of substantial completion, including the actions completed on the corrections list. The LG will review the project, verify contractor’s statement of completion and notify the GDOT Project Manager.

When all work is complete, the LG will notify the GDOT Project Manager and State Construction Engineer that the local administered project is ready for Final Inspection. The LG will notify the GDOT Project Manager and the contractor when Final Inspection is scheduled so that the Project Superintendent can attend.

Final Acceptance is the responsibility of the GDOT Project Manager. FHWA reserves the right to conduct final inspection and final acceptance when the scope of work determines it necessary.

The GDOT “The Source” Section 105.16 details additional information related to final inspections.

<http://www.dot.state.gov/doingbusiness/consultants/Pages/default.aspx>

Standard Specifications: General Provisions

- 101–Definition of Terms
- 105–Control of Work
- 106–Control of Materials
- 107–Legal Regulations and Responsibility to the Public
- 108–Prosecution and Progress
- 109–Measurement and Payment

12.3 Final Audit

The GDOT website has available, “The Source”_ that contains the GDOT Construction Manual. Section 109.08C of the Construction Manual provides “Checklist Prior to Requesting a Final Audit.” The LG staff in responsible charge of the project will complete the following checklist prior to requesting GDOT to conduct a final audit. The following items are not all-inclusive for every local administered project.

1. Verify that all project records are organized per GDOT policies.
2. Check all Line Item Folders:

- a. Verify that all inspectors' reports are accounted for and complete.
 - b. Verify the cumulative total-to-date on the last report matches the Final Construction Report.
 - c. Complete zero quantity Inspectors Reports for items not used.
3. Check Approved Supplemental Agreements (SA):
 - a. Verify that the Approved Supplemental Agreements folder contains a copy of all approved Supplemental Agreements.
 - b. Verify that all Supplemental Agreement items used, have inspector reports to cover payment and that file folders are set up for each Item.
 - c. Verify all Supplemental Agreements paid, if not used:
 - Attach a note to approved copy of SA giving reasons for not using SA.
 - If minor items are not used the above does not need to be done.
 4. Verify that files contain approved documentation on all Subcontractors
 5. Verify that payrolls have been received covering the period of time that the Contractor and all Subcontractors worked on the project.
 6. Verify that the Final DBE report has been received by the Contractor.
 - a. Check Final DBE report to verify that all subcontractors listed were approved as DBE's for this Contract.
 - b. Sign Final DBE report.
 7. Verify that the Document Control Log and the Correspondence files are up-to-date and organized.
 8. Verify that all diaries are accounted for and up to date. (See "The Source," Construction Manual, General Provisions, Section 3 - Diaries for information that is required in diaries).
 9. Verify that all dates are entered on the Contract Status Time Report and correct.
 10. "As-built" plans up to date.
 11. Verify that Earthwork Items have sufficient documentation to support final payment.
 12. Verify that sufficient funds are available for any items that will be paid on the Final Construction Report.
 13. Complete the Final Package Checklist (DOT 733).

If any of the above items have discrepancies, they must be resolved or be in the process of being resolved before requesting a Final Audit. Make a list of all discrepancies and the status of said items. This list should be attached to the front of the Final Package and marked off by the Project Engineer as they are resolved. Once all the items have been resolved the Auditor will complete the Final Audit.

The Final Audit can be completed without the Materials Certificate being received, but will be noted on the Final Audit. The project cannot be closed out until the Materials Certificate is received from GDOT.

12.4 Final Payment

Procedures for making final payments:

1. Within 4 weeks from the date that the Project has reported Punch List Complete, the LG will submit the Final Package to the GDOT Project Manager. This time may be extended for extenuating

circumstances. On the GDOT website see “The Source”_ for the Construction Manual Section 109.08.B for “Punch List Progress.”

2. On resurfacing and asphalt widening Projects, the LG will submit the final package to the GDOT Project Manager within two weeks of completion of the Punch List.
3. The GDOT Project Manager will notify, by e-mail, The [Office of Construction Bidding Administration](#) auditor that the project is ready for Final Audit. This request comes only after the GDOT Project Manager has thoroughly reviewed the project records using the Project Checklist for Requesting a Final Audit (See the Construction Manual, Project Checklist Prior to Requesting a Final Audit Section 109.08.C in The Source on the GDOT website) as a guideline.
4. Local Government will retain all records, once Final Acceptance and the Final Audit have been completed.
5. Immediately on Final Acceptance, the LG will send final quantities to the Contractor by Registered or Certified mail.
 - a. If the Contractor accepts the Statement or has no questions within 20 days, the LG will forward to the GDOT Project Manager the Final Package to the [Office of Construction Bidding Administration](#).
 - b. If the Contractor questions the Statement within 20 days, the LG will resolve any necessary adjustments or refers all disputes through the GDOT Project Manager to the Chief Engineer for final resolution.
6. The LG will submit the Final Package to the [Office of Construction Bidding Administration](#) for processing.
7. The Chief Engineer will sign the Final Statement to certify that it is correct and will submit it to the Treasurer for payment.
8. The Treasurer will send the Contractor the Department’s standard release form by Registered or Certified mail.
 - a. If the Contractor signs the release, the Treasurer will make the final payment to the Contractor and its Surety.
 - b. If the Contractor fails to act within 120 days, then:

The Contractor is declared in default and is barred from recovery of claim.

The Surety will sign the release form.

The Treasurer will make final payment to the Surety.
 - c. If the Contractor files a lawsuit within 120 days, then:

The Construction Claims Office will initiate litigation and will begin final adjudication.

When the lawsuit is resolved, the Treasurer will make final payment.

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CHAPTER 13: RECORDS RETENTION AND PROJECT MAINTENANCE

13.1 Records Retention by the Local Government

For records retention refer to GDOT website “The Source,” Construction Manual, Construction General Information, Section 11.0.

State law requires records for Projects to be retained for 7 years after final payment to the Contractor. GDOT administratively retains certain records an additional 13 years.

The [Federal Highway Administration \(FHWA\)](#) requires the LG to keep Project records on Federal-Aid Projects for 3 years after final reimbursement to GDOT. This regulation includes all Contracts and utility and railroad agreements on a Project.

To meet State Law record retention requirements, the LG will keep records on all contracts, utility and railroad agreements on a Federal-Aid project for a period of 7 years after the LG receives a letter from the GDOT [Office of General Accounting](#) stating that they have made final payment of Federal funds to the LG on the final statement submitted for the Project.

When a single Contract is completed, the LG will certify to the GDOT Project Manager that all records, source documents, and the final statement or Construction Report will be properly retained by them and will maintain those records for 7 years.

When the 7-year record retention period expires, the LG will submit diaries (Contract and Inspector) and Inspector’s Pay Item Reports to the Records Management Office in the GDOT General Office (Atlanta). The GDOT General Office will transfer these records to the State Records Center for an additional 13-year retention period. If GDOT General Office determines that these records will not be submitted to the Records Management Office at the end of 7 years, these records may be destroyed.

13.2 Maintaining the Federal Investment

The LG, by accepting Federal funds, agrees to maintenance requirements of 23 USC 116 and it shall be included in the Maintenance Agreement. Federal regulations provide:

(a) It shall be the duty of the State transportation department to maintain, or cause to be maintained, any project constructed under the provisions of this chapter or constructed under the provisions of prior Acts. The State's obligation to the United States to maintain any such project shall cease when it no longer constitutes a part of a Federal-aid system.

(b) In any State wherein the State transportation department is without legal authority to maintain a project constructed on the Federal-aid secondary system, or within a municipality, such highway (1) department shall enter into a formal agreement for its maintenance with the appropriate officials of the county or municipality in which such project is located.

(c) If at any time the Secretary shall find that any project constructed under the provisions of this chapter, or constructed under the provisions of prior Acts, is not being properly maintained, he shall call such fact to the attention of the State transportation department. If, within ninety days after receipt of such notice, such project has not been put in proper condition of maintenance, the Secretary shall withhold approval of further projects of all types in the State highway district, municipality, county, other political or administrative subdivision of the State, or the entire State in which such project is located, whichever the Secretary deems most appropriate, until such project shall have been put in proper condition of maintenance.

(d) Preventive Maintenance. - A preventive maintenance activity shall be eligible for Federal assistance under this title if the State demonstrates to the satisfaction of the Secretary that the activity is a cost-effective means of extending the useful life of a Federal-aid highway.

13.3 Periodic Reviews by FHWA

The FHWA will conduct periodic reviews of Federally funded projects administered by LGs. The GDOT Project Manager will be notified by FHWA when any maintenance related problems are found in their review. The GDOT Project Manager will contact the LG to schedule a meeting to discuss the actions that the LG will take to address the maintenance deficiencies.

13.4 Maintenance and Inspection of Bridges

The GDOT is responsible for inspection of bridges in the State of Georgia, both on and off the State Highway System. Each LG will be notified by the GDOT of all deficient bridges under their jurisdiction. The LG should utilize this deficient bridge list for their local priority of projects determinations. It is the responsibility of the jurisdiction to post load limits signs or close bridges based on the GDOT bridge inspection reports and the deficient bridge list.

CHAPTER 14: REFERENCES

Federal Highway Administration Real Estate Division: The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Uniform Act)

<http://www.fhwa.dot.gov/realestate/ua/index.htm>

The *Acquisition Guide for Local Public Agencies and Sponsors* is at website:

<http://www.dot.state.ga.us/localgovernment/pages/default.aspx>

23 CFR Part 645 Utilities and Part 646 Railroads

http://www.access.gpo.gov/nara/cfr/waisidx_06/23cfrv1_06.html

GDOT – The Source

<http://tomcat2.dot.state.ga.us/thesource/>

GDOT - R.O.A.D.S. Repository for Online Access to Documentation and Standards

<http://www.dot.ga.gov/doingbusiness/policiesmanuals/roads/pages/default.aspx>

Federal Highway Administration: SAFETEA-LU

<http://www.fhwa.dot.gov/safetealu/summary.htm>

Federal Highway Administration: Contract Administration Core Curriculum Manual

<http://www.fhwa.dot.gov/programadmin/contracts/coretoc.cfm>

Title 1 of Transportation Equity Act (TEA) for the 21st Century

<http://www.fhwa.dot.gov/tea21/legis.htm>

23 CFR Part 633 and 635 and 637

http://www.access.gpo.gov/nara/cfr/waisidx_06/23cfrv1_06.html

48CFR Federal Acquisition Regulation

http://www.access.gpo.gov/nara/cfr/waisidx_03/48cfrv1_03.html

Utility Accommodation Policy & Standards Manual (UAPSM)

http://Policy and Procedure/homeoffs/utilities/internal/documents/PDF/Manual/UAMInitialPosting_1-1-09.pdf

GDOT Utility Accommodation Policy and Standards Manual (UAM)

<http://www.dot.ga.gov/doingbusiness/utilities/Pages/manual.aspx>

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APPENDIX A - CERTIFICATION ACCEPTANCE QUALIFICATION AGREEMENT

AGENCY _____ **PHONE NO.** _____

The agency agrees to comply with the following requirements when developing all Federal Highway Administration (FHWA) projects under GDOT's Qualification Certification Agreement.

1. Adherence to the *Local Administered Project Manual* and all policies and procedures promulgated by the Georgia Department of Transportation (GDOT) which accomplish the policies and objectives set forth in Title 23, U.S. Code, Highways, and the regulations issued pursuant thereto.

2. The overall approval authorities and conditions will be as follows:

a. The project prospectus will be reviewed and approved by the following official.

Position Title Only

b. The local agency agreement will be reviewed and approved by the following official or officials.

Position Title Only

c. The designs and environmental documents will be reviewed and approved by the following state of Georgia registered Professional Civil Engineer.

Position Title Only (Attach copy of PE license)

d. The public hearing's findings (if required) will be reviewed and approved by the following official or officials.

Position Title or Titles Only

e. The contract plans, specifications and estimate of cost will be reviewed and approved by the following state of Georgia registered Professional Engineer.

Position Title or Titles Only (Attach copy of PE license)

f. Agreements will be signed by the following responsible local official:

(1) Railroad _____
Position Title Only

(2) Utility _____
Position Title Only

(3) Consultant _____
Position Title Only

(4) Technical Services _____
Position Title Only

g. The award of contract will be signed by the following responsible local official.

Position Title Only

h. All projects will be constructed in conformance with the GDOT current *Standard Specifications for Road, Bridge, and* such specifications that modify these Specifications as appropriate. Multimodal enhancement projects shall be constructed in conformance with applicable state and local codes.

i. The contract administration will be supervised by the following state of Georgia registered Professional Civil Engineer.

Position Title Only (Attach copy of PE license)

j. Construction administration and material sampling and testing will be accomplished in accordance with the GDOT *Construction Manual* and the *Local Administered Project Manual*.

3. The agency agrees that they have the means to provide adequate expertise and will have support staff available to perform the functions being subdelegated. The support staff may include consultant or state services.

4. The agency agrees that the signature on each project prospectus and local agency Agreement will be consistent with section 2 above.

5. All projects under Certification Acceptance shall be available for review by the FHWA and the state at any time and all project documents shall be retained and available for inspection during the plan development and construction stages and for a three year period following acceptance of the project by GDOT.

6. Approval of the local agency certification by the Georgia Department of Transportation may be rescinded at any time upon local agency request or if, in the opinion of the LAP Certification Committee, it is necessary to do so. The rescission may be applied to all or part of the programs or projects approved in the local agency certification. The Local Government accepts liability to reimburse the GDOT and FHWA for all accrued payments received for applicable projects not complying with Section 1 of this agreement.

Approved By: _____
Mayor or Chairman Date

GEORGIA DEPARTMENT OF TRANSPORTATION

Approved By: _____
Program Control Administrator Date

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APPENDIX A-1 - CERTIFICATION ACCEPTANCE INTERVIEW FORM

Agency: _____ Date: _____

Type of Certification Requested CA _____ Non-CA: Option 1 _____ Option 2 _____

Interview Conducted By: _____ Agency Representatives: _____

Table of Organization: (Get copy from agency and review duties, requirements, and personnel currently filling.)

Position Responsible for the Following Functions

- Six-Year Transportation Improvement Program: _____
- Selection of Annual Program: _____
- Location/Design Approval: _____
- Environmental Documents: _____
- PS&E Approval: _____
- Tied Bids: _____
- Approval of Materials Sources: _____
- Construction Administration: _____
- Construction Inspection: _____
- Acceptance Sampling/Test: _____
- Change Orders: _____
- Project Files: _____
- OEO Interviews/Monitoring: _____
- Training Goal Attainment: _____
- DBE Compliance/Monitoring: _____

Consultants

For what areas does the agency expect to use consultants?

- ____ Environmental
- ____ Design
- ____ PS&E Preparation
- ____ Right-of-Way Appraisal
- ____ Right-of-Way Negotiation
- ____ Right-of-Way Relocation
- ____ Construction Administration
- ____ Construction Inspection
- ____ Surveying
- ____ Sampling and Testing

Does local agency have written procedures for the selection of consultants? Yes _____ No _____

Comments: _____

If consultants are used, how will agency monitor and control the consultant's work? List Consultants

Remind agency that they will be in control of the consultant's work and that EEO, DBE, and training should be done by agency.

Title VI

Does the Local Agency have a Title VI Plan and/or Non-Discrimination Agreement and is it up to date? Yes _____ No _____

Required Training

Local Administered Project (LAP) Manual Training Yes _____ No _____
Plan Development Process (PDP) Training Yes _____ No _____

Right-of-Way

Does the agency have procedures approved by GDOT for?
Right-of-Way Acquisitions Yes _____ No _____
Relocation Yes _____ No _____

Procedures for Ad, Award, and Execution of Contract

Position Responsible for: _____
Approval to Advertise _____
Prequalification of Bidders _____
Award of Contract _____
Execution of Contract _____
Name of Legal Publication _____

General Questions About Administration

Who decides on and approves deviations from design prior to submittal to the state for formal approval?

Describe ledger system:

Who will check payrolls, etc.?

Describe the Change Order process:

Describe the Material Testing and Approval process:

Describe agency requirements for project:

Describe agency process for approval of subcontractors:

Who will be doing the construction inspection/daily oversight? _____

What is their experience in managing highway project? _____

If consultant, are they currently prequalified under 8.02? _____

Who will be doing your materials testing? _____

What is their experience in testing highway projects? _____

If consultant, are they currently prequalified for 6.04a and 6.04b? _____

[Please note the individual testers are also required to be certified by GDOT to perform testing].

Do you plan to construct any structures (bridges, wall)?

IF YES: Does your consultant have PCI certified inspection personnel or will you be asking GDOT to inspect your concrete beams? _____

IF YES: Does your consultant have ASNT (American Society for Nondestructive Testing) Level III certified welding inspectors for steel bridges? _____

Does your consultant have ASNT certified VT or MT inspectors? (visual and magnetic particle)

How will agency handle administration of more than one contract at the same time?

How will agency handle inspection of several phases of project at same time (e.g., dirt work, electrical, paving, structure)?

How will agency respond if project engineer and/or inspector are unable to be on job site due to illness, etc.? Who will handle control of project if needed person cannot be there?

How does agency manage traffic control?

Are there written procedures for preconstruction conferences?

Does Agency Have These Necessary Manuals

Local Agency Guidelines	Yes _____ No _____
AASHTO — Policy on Geometric Design of Highways and Streets	Yes _____ No _____
GDOT Construction Manual	Yes _____ No _____
GDOT Sampling, Testing and Inspection Manual	Yes _____ No _____
GDOT/ Roadside Design Guide	Yes _____ No _____
GDOT / Pedestrian and Streetscape Guide	Yes _____ No _____
GDOT Standard Specifications Book	Yes _____ No _____
Environment Procedures Manual	Yes _____ No _____
MUTCD	Yes _____ No _____
GDOT Design Policy Manual	Yes _____ No _____
GDOT Bridge and Structural Design Manual	Yes _____ No _____
GDOT Utility Manual	Yes _____ No _____
Acquisition Guide for LPA and Sponsors	Yes _____ No _____
Manual for Erosion and Sediment Control in Georgia	Yes _____ No _____
Hydraulics Manual	Yes _____ No _____

Upcoming Federal Aid Projects Scheduled to Begin

Approved By: _____

Summary

Action to be taken by agency in following areas:

Comments from Reviewer

The following documents are attached:

- Table of Organization
- Copy of LAP Manual Training Certificate
- Copy of PDP Manual Training Certificate
- Copy of State of GA PE license

Recommendation of Review

- Full administration by agency of all projects
 Administration by agency on a project-by-project basis
 Administration by agency for projects up to \$ _____
 Deny approval for certification acceptance
 Remove from certification acceptance status

Concurrence by Program Control Administrator

Program Control Administrator

Date

APPENDIX B - ACQUISITION GUIDE FOR LOCAL PUBLIC AGENCIES AND SPONSORS

Please contact:

Georgia Department of Transportation

Office of Rights of Way
One Georgia Center, Floor 14
600 West Peachtree Street, N.W.
Atlanta, Georgia 30308
404-347-0220

Link:

<http://www.dot.ga.gov/localgovernment/pages/default.aspx>

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APPENDIX C - GDOT ENVIRONMENTAL PROCEDURES MANUAL

Link:

<http://www.dot.ga.gov/doingbusiness/PoliciesManual/roads/Pages/EnvironmentalProceduresManual.aspx>

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APPENDIX D - GDOT DESIGN POLICY MANUAL

Link: <http://www.dot.ga.gov/doingbusiness/PoliciesManual/roads/Pages/DesignPolicies.aspx>

APPENDIX E – CONSTRUCTION ENGINEERING OVERSIGHT

Department of Transportation

State of Georgia

Interdepartmental Correspondence

File **Office** Materials and Research
Forest Park, Georgia
Date July 25, 2011

From Thomas Howell, P.E., Director of Construction
To Todd Long, P.E., P.T.O.E., Director of Planning
Gerald Ross, P.E., Chief Engineer

Subject Construction Engineering Oversight for Project Managers/Construction Staff

As you are aware, the Department is unable to continue funding CST oversight with 100% motor fuel funds due to the decline in motor fuel revenues. The Department also needs an established procedure that identifies when a Federal-Aid project is to be let by the locals to insure that the Local government has the capability to perform the work and that the FHWA required Department oversight is performed and properly funded. As a result the Department needs an established procedure detailing the circumstances under which the Department will fund CST oversight with federal aid funds (matched with state motor fuel funds) and when the Department will request the local government/project sponsor to fund the Departments expenses related to CST oversight. The CST oversight will be used to fund staff man-hours and any other associated expenses incurred by any GDOT employee. Please note the process detailed below applies to routes both on and off the state highway system but does not apply to Transportation Enhancement projects and ear-marked or fund limited LCI projects.

GDOT Funds CST Oversight with State Motor Fuel Funds Match:

The Department will fund CST oversight with federal-aid funds (and matching state motor fuel funds), on all federal-aid projects **let by GDOT** using state motor fuel matching funds. CST oversight will be performed by GDOT.

GDOT Requests Local Government/Project Sponsor to Fund CST Oversight Match:

The Department will fund CST oversight with federal-aid funds (and matching local government funds), on all federal-aid projects **let by GDOT** using local government matching funds. The amount to be requested from the local government by the Office of Financial Management is determined from the Final Detail Cost Estimate developed by the Office of Construction Bidding. The total project amount is determined using the actual bid costs and an estimate for construction engineering. The local government participation level, typically 20%, is set up in the Project Framework Agreement (PFA), CST oversight will be performed by GDOT.

The Department will fund CST oversight with federal-aid funds (and matching local government funds), on all federal-aid projects **let by the Local Government** using local government matching funds. The Department will also include costs for GDOT oversight when completing the Construction Contract with the LG on all federal aid projects let by the Local government using local matching funds. The amount to be requested from the local government by the Project Manager is based on the Contract time and will be set at \$10,000/ 12 months construction time.

Process to approve Local Lets:

The Local Government is responsible to complete the attached Local Letting Approval Form (LLAF) and submit to the Project Manager to grant permission for a Local government to let a federal-aid funded project. The Project Manager will inform the local government/project sponsor that they also must fund GDOT CST oversight with local funds on all federal aid projects **let by the Local government**. Once the CST oversight process is implemented, it will be the responsibility of the GDOT Project Manager to work with the Office of Financial Management to establish the CST oversight in-house funding for both GDOT let and Local Let projects. The final process will be provided to the Office of Program Control for distribution to the GDOT Project Managers and incorporation into future Project Framework Agreements.

Approved: _____

Todd Long, P.E., P.T.O.E., Director of Planning Date

Approved: _____

Gerald Ross, P.E., Chief Engineer Date

TH: gmg

Local Letting Approval Form (LLAF)

Office of Program Control

P.I. No/Project Number:	Date:
Project Description:	County:
	District:
Request Prepared by:	Requestor Office:
Local Government:	
Local Government LAP Certified Date:	Approving Authority:

Reason the Local Government desires a Local Letting: *(Describe the factors that make a Local Letting desirable by the Locals and/or GDOT. Explain why a Local Letting is an efficient use of resources.)*

Change Justification (as submitted by Local Government), including Risk Assessment (Experience with Local Lettings and Federal Requirements), Benefits, Implementation Requirements (Materials Testing resources to be used; Construction Inspection resources), Contracting ability: *(PM should coordinate with District Construction.)*

Attachments: *Preconstruction Status Report, Project Financial Report, Detailed Cost Estimate, Map, Other supporting documentation to include letters from Project Sponsor, Future LG projects in the Program.*

Recommend/Not Recommend

_____	_____	<input type="checkbox"/> R	<input type="checkbox"/> NotR
Project Manager / District Preconstruction Engineer	Date		
_____	_____	<input type="checkbox"/> R	<input type="checkbox"/> NotR
Office Head (for Office of Program Delivery Projects)	Date		
_____	_____	<input type="checkbox"/> R	<input type="checkbox"/> NotR
District Engineer (for all projects)	Date		
_____	_____	<input type="checkbox"/> R	<input type="checkbox"/> NotR
State Materials and Research Engineer	Date		

Local Letting Form Approval:

Approved: _____

Director of Construction

Date

Approved: _____

FHWA (for full oversight projects)

Date

NOT Approved: _____

Director of Construction

Date

→ Upon approval or rejection send the original to the Project Manager (Program Delivery or District Preconstruction Engineer)

- PM should send Executed Copies to:
- Office of Planning
 - Office of Program Control
 - Office of Financial Management (to change the TPRO designation)
 - FHWA (for Full oversight projects)

NOTES:

→ The Local Letting designation cannot be changed after PFPR to a Local Let unless approved by the Chief Engineer.

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APPENDIX F - GDOT LOCAL LET CONSTRUCTION CONTRACT

(To view Appendix F, scroll to next page using right scroll bar.)

<http://mygdot.dot.ga.gov/Pages/default.aspx>

CONSTRUCTION CONTRACT PREPARATION AND SUBMITTAL PROCEDURE

CONTACT KEN THOMPSON (404-631-1475) OR DENNIS CHEEK (404-631-1484)] IN LEGAL TO OBTAIN CORRECT CONSTRUCTION CONTRACT TEMPLATE.

CONTACT LISA ENGLISH (404-347-0490) TO OBTAIN A CONTRACT ID NUMBER.

PREPARE CONTRACT AND SEND FOUR COPIES TO LOCAL GOVERNMENT FOR SIGNATURES.

BEFORE YOU SEND A CONTRACT FOR GDOT SIGNATURES:

CONTACT BUDGET OFFICER VINCENT SLAUGHTER (404-631-1326) FOR CAPITOL OUTLAY PROJECTS OR ASSISTANT BUDGET ADMINISTRATOR ERNESTINE FERGUSON (404-631-1331) FOR OTHER TYPE PROJECTS.

THEY WILL PROVIDE THE FOLLOWING:

- ACCOUNT CODE
- CLASS
- DEPT ID
- PROGRAM

NEXT, PREPARE AND SUBMIT ELECTRONIC CAF FORM MAKING SURE TO INCLUDE ACCOUNT CODE, CLASS, DEPT ID AND PROGRAM INFORMATION PROVIDED ABOVE IN CAF UNDER DESCRIPTION OF WORK. AFTER SUBMITTAL OF CAF FORM, USE THE CATS APPLICATION TO TRACK THE PROGRESS OF THE CONTRACT THROUGH THE VARIOUS OFFICES.

NEXT, PUT CONTRACT PACKAGE TOGETHER WITH:

- PFR (PROJECT FINANCIAL REPORT)
- CURRENT TPRO SHEET
- BCR (BUDGET COMPARISON REPORT)
- CAF (CONTRACT AUTHORIZATION FORM)PRINTED FROM CATS
- RESOLUTION FOR CERTIFICATION OF FUNDS FROM LOCALS
- 1625 PRINTOUT SHOWING THAT FUNDS ARE AUTHORIZED
- CONSTRUCTION CONTRACTS (4) SIGNED BY LOCALS
- PROJECT INFORMATION MENTIONED ABOVE FROM ERNESTINE OR VINCIENT:
 - TYPE OF PROJECT
 - ACCOUNT CODE
 - CLASS
 - DEPT ID
 - PROGRAM

NEXT, SUBMIT PACKAGE TO LEGAL FOR REVIEW [KEN THOMPSON (404-631-1475) / DENNIS CHEEK (404-631-1484)]

AFTER LEGAL REVIEW, THEY WILL SEND TO TREASURER. THE TREASURER WILL REVIEW, SIGN AND SUBMIT TO THE COMMISSIONER IF OKAY.

IF IN AGREEMENT, THE COMMISSIONER WILL REVIEW, SIGN AND SUBMIT BACK TO THE TREASURER.

THE TREASURER WILL THEN HAVE THE SIGNATURES NOTARIZED AND SEND TO ACCOUNTING. ACCOUNTING WILL KEEP ONE ORIGINAL CONTRACT AND SEND THE THREE REMAINING ORIGINALS BACK TO THE ORIGINATING OFFICE.

THE ORIGINATING OFFICE WILL DISTRIBUTE TO THE LOCAL GOVERNMENT ALONG WITH A NOTICE TO PROCEED.

CONSTRUCTION AGREEMENT
Between
DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA
and
DEKALB COUNTY

This Agreement, made and entered into this _____ day of _____ 2008, by and between the DEPARTMENT OF TRANSPORTATION, an agency of the State of Georgia, hereinafter called the "DEPARTMENT", and DEKALB County, GEORGIA, hereinafter called the "SPONSOR."

WHEREAS, the SPONSOR has been approved by the DEPARTMENT to carry out a Project which consists of sidewalk construction and drainage improvements, construction of Project CSSTP-0006-00(884),(CT 1), P.I. NUMBER 0006884 hereinafter referred to as the "PROJECT"; and

WHEREAS, the DEPARTMENT is authorized to receive federal funding for Projects for Georgia pursuant to provisions of 23 U.S.C. Section 133(b)(8); and

WHEREAS, the PROJECT is expected to positively impact the quality of transportation in the State of Georgia; and

WHEREAS, the DEPARTMENT desires to participate with the SPONSOR in the implementation of the PROJECT; and

WHEREAS, the SPONSOR has represented to the DEPARTMENT that it has the authority to receive and expend federal funds for the purpose of this PROJECT and is qualified and experienced to provide such services necessary for the construction of the PROJECT and the DEPARTMENT has relied upon such representations; and

WHEREAS, under Section 32-2-2(a)(7) of the Official Code of Georgia Annotated, the DEPARTMENT is authorized to participate in such an undertaking:

NOW, THEREFORE, in consideration of the mutual promises and covenant contained herein, it is agreed by and between the DEPARTMENT and the SPONSOR THAT:

ARTICLE I
SCOPE AND PROCEDURE

The SCOPE AND PROCEDURE for this PROJECT shall be the construction and installation of sidewalk and drainage improvements, as set forth in Exhibit A, WORK PLAN, which is further defined by the PROJECT estimate sheets ("PROJECT PLANS") on file with the DEPARTMENT and the SPONSOR and referenced as if attached hereto and incorporated as if fully set forth herein.

The SPONSOR shall be responsible for assuring that the PROJECT will be economically feasible and based upon sound engineering principles, meet American Association of State Highway and Transportation Officials ("AASHTO") Guidelines and will be sensitive to ecological, environmental and archaeological issues.

The WORK PLAN sets out the scope of work for the PROJECT. It is understood and agreed that the DEPARTMENT shall participate only in the PROJECT as specified in Exhibit A, WORK PLAN.

The SPONSOR shall work with the Georgia Department of Transportation District 7 to advise the SPONSOR on the WORK PLAN and provide guidance during implementation of the PROJECT.

During the development of the PROJECT the SPONSOR has taken into consideration, as applicable, the DEPARTMENT'S Standard Specifications for the Construction of Roads and Bridges, AASHTO standards for sidewalks; FHWA guidelines for pedestrian facilities; compliance with the U.S. Secretary of the Interior "Standards and Guidelines, Archaeology and Historic Preservation"; compliance with Section 106 of the National Historic Preservation Act of 1966 and with Section 4(f) of the US DOT Act of 1966; compliance with the Archaeology and Historic Preservation Act of 1974; compliance with the Archaeological Resources Protection Act of 1979 and with the Native American Graves Protection and Repatriation Act, the Georgia Abandoned Cemeteries and Burial Grounds Act of 1991; compliance with the DEPARTMENT's Scenic Byways Designation and Management Program, and with the American Society of Landscape Architect Guidelines; compliance with the Outdoor Advertising Requirements as outlined in the Official Code of Georgia Annotated, Section 32-6-70 et.seq. and other standards and guidelines as may be applicable to the PROJECT.

The SPONSOR has acquired rights of way, if required, and related services for the PROJECT in accordance with State and Federal Laws, DEPARTMENT's Right of Way Procedure Manual, Federal Regulations and particularly Title 23 and 49 of the Code of Federal Regulations ("CFR"), as amended. The SPONSOR further acknowledges that no acquisition of rights of way occurred until all applicable archaeological, environmental and historical preservation clearances were approved.

The SPONSOR shall ensure that all contracts as well as any subcontracts for the construction of the PROJECT shall comply with the Federal and State legal requirements imposed on the DEPARTMENT and any amendments thereto. Specifically, but not limited to the provisions governing the DEPARTMENT's authority to contract, Sections 32-2-60 through 32-2-77 of the Official Code of Georgia Annotated; the DEPARTMENT's Rules and Regulations governing the Prequalification of Prospective Bidders, Chapter 672-5; and the DEPARTMENT's Standard Specifications and Special Provisions.

The SPONSOR further agrees to comply with and shall require the compliance and physical incorporation of Federal Form FHWA-1273 into all contracts or subcontracts for construction, as attached hereto and incorporated herein as Exhibit B, Terms and Conditions.

ARTICLE II COVENANTS AGAINST CONTINGENT FEES

The SPONSOR shall comply with all relevant requirements of Federal, State and local laws including but not limited to those applicable requirements as outlined in Exhibit B, TERMS AND CONDITIONS. The SPONSOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the SPONSOR, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the SPONSOR, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the DEPARTMENT shall have the right to annul this Agreement without liability, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

ARTICLE III REVIEW OF WORK

Authorized representatives of the DEPARTMENT and the Federal Highway Administration, ("FHWA"), may at all reasonable times review and inspect the activities and data collected under the terms of this Agreement and amendments thereto, including but not limited to, all reports, drawings, studies, specifications, estimates, maps, and computations, prepared by or for the SPONSOR. The DEPARTMENT reserves the right for reviews and acceptance on the part of effected public agencies, railroads and utilities insofar as the interest of each is concerned.

Acceptance shall not relieve the SPONSOR of its professional obligation to correct, at its expense, any of its errors in the work. The DEPARTMENT's review recommendations shall be incorporated into the work activities of the SPONSOR.

ARTICLE IV TIME OF PERFORMANCE

TIME IS OF THE ESSENCE IN THIS AGREEMENT. The SPONSOR shall perform its responsibilities for the PROJECT, commencing on receipt of written "Notice to Proceed" from the DEPARTMENT, and shall complete the Project no later than June 30, 2009 The work shall be carried on in accordance with the schedule attached to this Agreement as "Exhibit C", WORK SCHEDULE, with that unforeseen events may make necessary some minor variations in that schedule.

The work shall be carried on expeditiously, it being understood, however, that this Agreement may be extended or continued in force by mutual consent of the parties and evidenced by a written amendment thereto.

ARTICLE V
RESPONSIBILITY FOR CLAIMS AND LIABILITY

The SPONSOR shall, to the extent permitted by law, be responsible for any and all damages to property or persons and shall save harmless the DEPARTMENT, its officers, agents and employees from all suits, claims, actions or damages of any nature whatsoever resulting from the negligence of the SPONSOR in the performance of the work under this Agreement.

It is understood by the SPONSOR that claims, damages, losses, and expenses may include monetary claims made by the construction contractor for the PROJECT, and its related facilities, that are a result of the SPONSOR's negligence or improper representation in the plans.

The SPONSOR shall ensure that the provisions of this Article are included in all contracts and subcontracts.

These indemnities shall not be limited by reason of any insurance coverage held by the SPONSOR or the SPONSOR's contractors or subcontractors.

ARTICLE VI
INSURANCE

Prior to beginning work, the SPONSOR shall obtain and where applicable cause its subcontractors to obtain and furnish certificates to the DEPARTMENT for the following minimum amounts of insurance:

- A. Workmen's Compensation Insurance in accordance with the laws of the State of Georgia.
- B. Public Liability Insurance in an amount of not less than one hundred thousand dollars (\$100,000) for injuries, including those resulting in death to any one person, and in an amount of not less than three hundred thousand dollars (\$300,000) on an account of any one occurrence.
- C. Property Damage Insurance in an amount of not less than fifty thousand dollars (\$50,000) from damages on account of any occurrence, with an aggregate limit of one hundred thousand dollars (\$100,000).
- D. Valuable Papers Insurance in an amount sufficient to assure the restoration of any plans, drawings, field notes, or other similar data relating to the work covered by the PROJECT.

Insurance shall be maintained in full force and effect during the life of the Agreement and until final completion of the PROJECT.

ARTICLE VII
COMPENSATION AND PAYMENT

It is agreed that the compensation hereinafter specified includes both direct and indirect costs chargeable to the PROJECT under generally accepted accounting principles and as allowed in the Federal Acquisition Regulations Subpart 31.6 and not prohibited by the Laws of the State of Georgia.

It is understood and agreed that the total estimated construction cost of the PROJECT as outlined in this Article and as shown in Exhibit "D", BUDGET ESTIMATE, attached hereto and incorporated as if fully set out herein, is Eight Hundred Sixty-Six Thousand, Six Hundred Seven Dollars and Sixty-Six cents (\$866,607.66). The total estimated cost of the PROJECT to be financed by the Georgia Department of Transportation is Five Hundred Twenty-Eight Thousand Dollars and zero cents (\$528,000.00), which is the total state contribution to the PROJECT and is the maximum amount of the DEPARTMENT's obligation. The approved PROJECT budget shall include any claims by the SPONSOR for all costs incurred by the SPONSOR in the conduct of the entire scope of work for the PROJECT.

The SPONSOR shall provide the DEPARTMENT with the name of the lowest responsive bidder, the amount awarded, and the completion date. It is understood that the DEPARTMENT will pro-rate the maximum participation at 80 percent should the PROJECT be awarded at less Eight Hundred Sixty-Six Thousand Six Hundred Seven Dollars and Sixty-Six cents (\$866,607.66).

The SPONSOR shall be solely responsible for any and all amounts in excess of such amount being payable only with non-Federal aid funds. In no event shall the State contribution of the project exceed Five Hundred Twenty-Eight Thousand Dollars and Zero cents (\$528,000.00), which is the DEPARTMENT'S maximum obligation.

It is understood and agreed that nothing in the foregoing shall prevent an adjustment of the estimate of the PROJECT costs, provided that the DEPARTMENT's maximum obligation under this Agreement is not exceeded and that the original intent of the PROJECT is not substantially altered from the approved PROJECT. In order to adjust said budget estimate, it is also understood that the SPONSOR shall request any and all budget changes in writing and that the DEPARTMENT shall approve or disapprove the requested budget estimate change in writing.

The SPONSOR shall submit to the DEPARTMENT a revised budget estimate in accordance with the successful contractor's bid within ninety days from the date of the contractor's contract being awarded for construction, and before any construction work on the PROJECT may begin.

The SPONSOR shall submit to the DEPARTMENT monthly reports of the PROJECT's progress to include a report on what was accomplished during the month, anticipated work to be done during the next month and any problems encountered or anticipated. Payment on account of the above fee will be made monthly on the basis of calendar months, in proportion to the percentage of the work completed for each phase of work. Payments shall be made after approval of a certified voucher from the SPONSOR. Upon the basis of its review of such vouchers, the DEPARTMENT shall, at the request of the SPONSOR, make payment to the SPONSOR as the work

progresses, but not more often than once a month. Should the work for the PROJECT begin within any one month, the first voucher shall cover the partial period from the beginning date of the work through the last date of the month in which it began. The vouchers shall be numbered consecutively and subsequent vouchers submitted each month until the work is completed. Payment will be made in the amount of sums earned less previous partial payments. The final invoice shall reflect the actual cost of work accomplished by the SPONSOR under the terms of this Agreement, and shall be the basis for final payment.

No expense for travel shall be an allowable expense for the SPONSOR under this Agreement unless such travel is listed in the approved PROJECT budget submitted by the SPONSOR to the DEPARTMENT. In addition, budgeted costs for travel shall be limited to the amount included in the approved PROJECT budget, unless prior DEPARTMENT approval is obtained for increasing such amount.

Should the work under this Agreement be terminated by the DEPARTMENT, pursuant to the provisions of ARTICLE XIV, the SPONSOR shall be paid based upon the percentage of work completed at the point of termination, notwithstanding any just claims by the SPONSOR.

ARTICLE VIII FINAL PAYMENT

IT IS FURTHER AGREED that upon completion of the work by the SPONSOR and acceptance by the DEPARTMENT of the work, including the receipt of any final written submission by the SPONSOR and a final statement of costs, the DEPARTMENT shall pay to the SPONSOR a sum equal to one hundred percent (100%) of the total compensation as set forth in all approved invoices, less the total of all previous partial payments, paid or in the process of payment.

The SPONSOR agrees that acceptance of this final payment shall be in full and final settlement of all claims arising against the DEPARTMENT for work done, materials furnished, costs incurred, or otherwise arising out of this Agreement and shall release the DEPARTMENT from any and all further claims of whatever nature, whether known or unknown, for and on account of said Agreement, and for any and all work done, and labor and materials furnished, in connection with the same.

The SPONSOR will allow examination and verification of costs by the DEPARTMENT's representatives before final payment is made, in accordance with the provisions of Article XII, herein. If the DEPARTMENT'S examination of the contract cost records, as provided for in Article XII, results in unallowable expenses, the SPONSOR shall immediately be responsible for reimbursing the DEPARTMENT the full amount of such disallowed expenses.

ARTICLE IX CONTINGENT INTEREST

The DEPARTMENT shall retain a contingent interest in the PROJECT for as long as there continues a Federal interest in the PROJECT as determined by the DEPARTMENT's calculation of the economic life of the PROJECT. Based on the scope of work, as set forth in Exhibit A, WORK PLAN, the DEPARTMENT has determined the economic life of the PROJECT to be five years from the date of the PROJECT Final Acceptance.

ARTICLE X RIGHT OF FIRST REFUSAL

A determination by the SPONSOR to sell or dispose of the PROJECT shall entitle the DEPARTMENT to the right of first refusal to purchase or lease the PROJECT at net liquidation value. Such right of first refusal shall be retained for as long as the DEPARTMENT holds a contingent interest in the PROJECT pursuant to Article IX of this Agreement.

Should the DEPARTMENT elect to purchase or lease the PROJECT at any time after completion of the PROJECT no compensation shall be provided for the value added as a result of the PROJECT.

ARTICLE XI SUBSTANTIAL CHANGES

No material changes in the scope, character, complexity, or duration of the PROJECT from those required under the Agreement shall be allowed without the execution of a Supplemental Agreement between the DEPARTMENT and SPONSOR.

Minor changes in the work which do not involve increased compensation, extensions of time, or changes in the goals and objectives of the PROJECT, may be made by written notification of such change by either party with written approval by the other party.

ARTICLE XII MAINTENANCE OF CONTRACT COST RECORDS

The SPONSOR shall maintain all books, documents, papers, accounting records, and other evidence pertaining to costs incurred on the PROJECT and used in support of its proposal and shall make such material available at all reasonable times during the period of the Agreement, and for three years from the date of final payment under the Agreement, for inspection by the DEPARTMENT and any reviewing agencies, and copies thereof shall be furnished upon request. The SPONSOR agrees that the provisions of this Article shall be included in any Agreement it may make with any subcontractor, assignee, or transferee.

An Audit of the Agreement shall be provided by the SPONSOR. The audit shall be conducted by an independent accountant or accounting firm in accordance with audit requirements, 49 CFR 18.26 and OMB Circular 128 or any revision or supplement thereto. PROJECT

costs shall be documented within the OMB Circular 128 audit. An audit shall be submitted to the DEPARTMENT in a timely manner in each of the SPONSOR's fiscal years for the period of the Agreement.

ARTICLE XIII
SUBLETTING, ASSIGNMENT, OR TRANSFER

It is understood by the parties to this Agreement that the work of the SPONSOR is considered personal by the DEPARTMENT. The SPONSOR agrees not to assign, sublet, or transfer any or all of its interest in this Agreement without prior written approval of the DEPARTMENT.

The DEPARTMENT reserves the right to review all subcontracts prepared in connection with the Agreement, and the SPONSOR agrees that it shall submit to the DEPARTMENT proposed subcontract documents together with sub-contractor cost estimates for the DEPARTMENT's review and written concurrence in advance of their execution.

All subcontracts in the amount of \$10,000.00 or more shall include the provisions set forth in this Agreement.

ARTICLE XIV
TERMINATION

The DEPARTMENT reserves the right to terminate this Agreement at any time for just cause, or for any cause upon 30 days written notice to the SPONSOR, notwithstanding any just claims by the SPONSOR for payment of services rendered prior to the date of termination.

It is understood by the parties hereto that should the DEPARTMENT terminate this Agreement prior to the completion of an element of work the SPONSOR shall be reimbursed for such work element based upon the percentage of work completed.

Failure to meet the time set for completion of an approved work authorization, may be considered just cause for termination of the Agreement.

ARTICLE XV
OWNERSHIP OF DOCUMENTS

The SPONSOR agrees that all reports, drawings, studies, specifications, survey notes, estimates, maps, computations, computer diskettes and printouts and other data prepared by of for it under the terms of this Agreement shall remain the property of the SPONSOR upon termination or completion of the work. The DEPARTMENT shall have the right to use the same

without restriction or limitation and without additional compensation to the SPONSOR other than that provided for in this Agreement.

ARTICLE XVI
CONTRACT DISPUTES

This Agreement shall be deemed to have been executed in City of Atlanta, Georgia, and all questions of interpretation and construction shall be governed by the Laws of the State of Georgia.

ARTICLE XVII
COMPLIANCE WITH APPLICABLE LAWS

- A. The undersigned certify that the provisions of Section 45-10-20 through 45-10-28 of the Official Code of Georgia Annotated relating to Conflict of Interest and State employees and officials trading with the State have been complied with in full.
- B. IT IS FURTHER AGREED that the SPONSOR shall comply and shall require its subcontractors to comply with the regulations for COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, as amended, and 23 CFR 200, as stated in Exhibit E of this Agreement.
- C. IT IS FURTHER CERTIFIED that the provisions of Section 50- 24-1 through 50-24-6 of the Official Code of Georgia Annotated relating to the "Drug-Free Workplace Act" have been complied with in full, as stated in Exhibit F of this Agreement.
- D. The SPONSOR acknowledges and agrees that failure to complete appropriate certifications or the submission of a false certification shall result in the termination of this Agreement pursuant to the provisions of Article XIV.
- E. IT IS FURTHER AGREED that the SPONSOR shall subcontract a minimum of ten percent (12%) of the total amount of PROJECT funds to Disadvantaged Business Enterprise (DBE) as defined and provided for under the Federal Rules and Regulations 49 CFR parts 23 and 26. The SPONSOR shall ensure that DBE firms are certified with the DEPARTMENT's Equal Employment Opportunity Office. The SPONSOR shall submit to the DEPARTMENT for its review and concurrence, a copy of the proposed subcontract including the name of the DBE subcontractor.
- F. IT IS FURTHER AGREED that the SPONSOR shall comply and shall require its subcontractors to comply with all applicable requirements of the American with Disabilities Act of 1990 (ADA), 42 U.S.C. 12101 et.seq. and 49 U.S.C. 322; Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 791; and regulations and amendments thereto.
- G. IT IS FURTHER AGREED that the SPONSOR shall, and shall require its contractors and subcontractors to, comply with all applicable requirements of the Davis-Bacon Act of 1931,

40 U.S.C. 276(a); as prescribed by 23 U.S.C. 113, for Federal-aid highway projects, except roadways classified as local roads or rural minor collectors.

H. IT IS FURTHER AGREED that the SPONSOR shall, and shall require its contractors and subcontractors to, comply with GA Code Title 25, Section 9, "Georgia Utility Facility Protection Act", CALL BEFORE YOU DIG 1-800-282-7411.

The covenants herein contained shall, except as otherwise provided, accrue to the benefit of and be binding upon the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, said parties have hereunto set their hands and affixed their seals the day and year above first written.

Recommended:

DEKALB County, Georgia

District Engineer

By: _____ (Seal)
Commissioner

Recommended:

Signed, sealed and delivered
This ____ day of _____,
2008, in the presence of:

Director of Operations

Witness

Chief Engineer

Notary Public

Department of Transportation

This Agreement, approved by
DEKALB County, the _____
day of _____, 2008.

By: _____ (Seal)
Commissioner

Attest:

Attest:

Treasurer

Name and Title

REVIEW AS TO LEGAL FORM:

Federal Employer Identification
Number:

OFFICE OF LEGAL SERVICES

EXHIBITS

Exhibit A	Work Plan
Exhibit B	Terms and Conditions for Federal and Construction Contracts
Exhibit C	Work Schedule
Exhibit D	Budget Estimate
Exhibit E	Civil Rights Compliance Certification
Exhibit F	Certification of Drug Free Workplace

EXHIBIT A

WORK PLAN

DEKALB County

Project CSSTP-0006-00 (884)

(CT 1)

P.I. No. 0006884

GENERAL DESCRIPTION OF WORK TO BE PERFORMED

1. Traffic control
2. Clearing and grubbing
3. Shoulder grading
4. Curb and gutter construction
5. Drainage improvements
6. Sidewalk construction

**REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS**

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ATTACHMENTS

- A. Employment Preference for Appalachian Contracts
(included in Appalachian contracts only)

I. GENERAL

1. These contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

2. Except as otherwise provided for in each section, the contractor shall insert in each subcontract all of the stipulations contained in these Required Contract Provisions, and further require their inclusion in any lower tier subcontract or purchase order that may in turn be made. The Required Contract Provisions shall not be incorporated by reference in any case. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with these Required Contract Provisions.

3. A breach of any of the stipulations contained in these Required Contract Provisions shall be sufficient grounds for termination of the contract.

4. A breach of the following clauses of the Required Contract Provisions may also be grounds for debarment as provided in 29 CFR 5.12:

- Section I, paragraph 2;
- Section IV, paragraphs 1, 2, 3, 4, and 7;
- Section V, paragraphs 1 and 2a through 2g.

5. Disputes arising out of the labor standards provisions of Section IV (except paragraph 5) and Section V of these Required Contract Provisions shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor (DOL) as set forth in 29 CFR 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the DOL, or the contractor's employees or their representatives.

6. **Selection of Labor:** During the performance of this contract, the contractor shall not:

- a. discriminate against labor from any other State, possession, or territory of the United States (except for employment preference for Appalachian contracts, when applicable, as specified in Attachment A), or
- b. employ convict labor for any purpose within the limits of the project unless it is labor performed by convicts who are on parole, supervised release, or probation.

II. NONDISCRIMINATION

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$10,000 or more.)

1. **Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630 and 41 CFR 60) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The Equal Opportunity Construction Contract Specifications set forth under 41 CFR 60-4.3 and the provisions of the American Disabilities Act of

1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the State highway agency (SHA) and the Federal Government in carrying out EEO obligations and in their review of his/her activities under the contract.

b. The contractor will accept as his operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, preapprenticeship, and/or on-the-job training."

2. **EEO Officer:** The contractor will designate and make known to the SHA contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active contractor program of EEO and who must be assigned adequate authority and responsibility to do so.

3. **Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minority group employees.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. **Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minority groups in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority group applicants. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority group applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, he is expected to observe the provisions of that agreement to the extent that the system permits the contractor's compliance with EEO contract provisions. (The DOL has held that where implementation of such agreements have the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Executive Order 11246, as amended.)

c. The contractor will encourage his present employees to refer minority group applicants for employment. Information and procedures with regard to referring minority group applicants will be discussed with employees.

5. **Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with his obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall

include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of his avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minority group and women employees, and applicants for employment.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision.

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of minority group and women employees and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. Actions by the contractor either directly or through a contractor's association acting as agent will include the procedures set forth below:

a. The contractor will use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.

b. The contractor will use best efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the SHA and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The DOL has held that it shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the SHA.

8. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment.

a. The contractor shall notify all potential subcontractors and suppliers of his/her EEO obligations under this contract.

b. Disadvantaged business enterprises (DBE), as defined in 49 CFR 23, shall have equal opportunity to compete for and perform subcontracts which the contractor enters into pursuant to this contract. The contractor will use his best efforts to solicit bids from and to utilize DBE subcontractors or subcontractors with meaningful minority group and female representation among their employees. Contractors shall obtain lists of DBE construction firms from SHA personnel.

c. The contractor will use his best efforts to ensure subcontractor compliance with their EEO obligations.

9. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the SHA and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women;

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees;
and

(4) The progress and efforts being made in securing the services of DBE subcontractors or subcontractors with meaningful minority and female representation among their employees.

b. The contractors will submit an annual report to the SHA each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data.

III. NONSEGREGATED FACILITIES

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$10,000 or more.)

a. By submission of this bid, the execution of this contract or subcontract, or the consummation of this material supply agreement or purchase order, as appropriate, the bidder, Federal-aid construction contractor, subcontractor, material supplier, or vendor, as appropriate, certifies that the firm does not maintain or provide for its employees any segregated facilities at any of its establishments, and that the firm does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The firm agrees that a breach of this certification is a violation of the EEO provisions of this contract. The firm further certifies that no employee will be denied access to adequate facilities on the basis of sex or disability.

b. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, timeclocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive, or are, in fact, segregated on the basis of race, color, religion, national origin, age or disability, because of habit, local custom, or otherwise. The only exception will be for the disabled when the demands for accessibility override (e.g. disabled parking).

c. The contractor agrees that it has obtained or will obtain identical certification from proposed subcontractors or material suppliers prior to award of subcontracts or consummation of material supply agreements of \$10,000 or more and that it will retain such certifications in its files.

IV. PAYMENT OF PREDETERMINED MINIMUM WAGE

(Applicable to all Federal-aid construction contracts exceeding \$2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural minor collectors, which are exempt.)

1. General:

a. All mechanics and laborers employed or working upon the site of the work will be paid unconditionally and not less often than once a week and without subsequent deduction or rebate on any account [except such payroll deductions as are permitted by regulations (29 CFR 3) issued by the Secretary of Labor under the Copeland Act (40 U.S.C. 276c)] the full amounts of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment. The payment shall be computed at wage rates not less than those contained in the wage determination of the Secretary of Labor (hereinafter "the wage determination") which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor or its subcontractors and such laborers and mechanics. The wage determination (including any additional classifications and wage rates conformed under paragraph 2 of this Section IV and the DOL poster (WH-1321) or Form FHWA-1495) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. For the purpose of this Section, contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act (40 U.S.C. 276a) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of Section IV, paragraph 3b, hereof. Also, for the purpose of this Section, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in paragraphs 4 and 5 of this Section IV.

b. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein, provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed.

c. All rulings and interpretations of the Davis-Bacon Act and related acts contained in 29 CFR 1, 3, and 5 are herein incorporated by reference in this contract.

2. Classification:

a. The SHA contracting officer shall require that any class of laborers or mechanics employed under the contract, which is not listed in the wage determination, shall be classified in conformance with the wage determination.

b. The contracting officer shall approve an additional classification, wage rate and fringe benefits only when the following criteria have been met:

(1) the work to be performed by the additional classification requested is not performed by a classification in the wage determination;

(2) the additional classification is utilized in the area by the construction industry;

(3) the proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and

(4) with respect to helpers, when such a classification prevails in the area in which the work is performed.

c. If the contractor or subcontractors, as appropriate, the laborers and mechanics (if known) to be employed in the additional classification or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the DOL, Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, D.C. 20210. The Wage and Hour Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

d. In the event the contractor or subcontractors, as appropriate, the laborers or mechanics to be employed in the additional classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. Said Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

e. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 2c or 2d of this Section IV shall be paid to all workers performing work in the additional classification from the first day on which work is performed in the classification.

3. Payment of Fringe Benefits:

a. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor or subcontractors, as appropriate, shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly case equivalent thereof.

b. If the contractor or subcontractor, as appropriate, does not make payments to a trustee or other third person, he/she may consider as a part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

4. Apprentices and Trainees (Programs of the U.S. DOL) and Helpers:

a. Apprentices:

(1) Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the DOL, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau, or if a person is employed in his/her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice.

(2) The allowable ratio of apprentices to journeyman-level employees on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any employee listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate listed in the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor or subcontractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman-level hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

(3) Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator for the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

(4) In the event the Bureau of Apprenticeship and Training, or a State apprenticeship agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor or subcontractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the comparable work performed by regular employees until an acceptable program is approved.

b. Trainees:

(1) Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the DOL, Employment and Training Administration.

(2) The ratio of trainees to journeyman-level employees on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(3) Every trainee must be paid at not less than the rate specified in the approved program for his/her level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman-level wage rate on the wage determination which provides for less than full fringe benefits for apprentices, in which case such trainees shall receive the same fringe benefits as apprentices.

(4) In the event the Employment and Training Administration withdraws approval of a training program, the contractor or subcontractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Helpers:

Helpers will be permitted to work on a project if the helper classification is specified and defined on the applicable wage determination or is approved pursuant to the conformance procedure set forth in Section IV.2. Any worker listed on a payroll at a helper wage rate, who is not a helper under an approved definition, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.

5. Apprentices and Trainees (Programs of the U.S. DOT):

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

6. Withholding:

The SHA shall upon its own action or upon written request of an authorized representative of the DOL withhold, or cause to be withheld, from the contractor or subcontractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements which is held by the same prime contractor, as much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the SHA contracting officer may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

7. Overtime Requirements:

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers, mechanics, watchmen, or guards (including apprentices, trainees, and helpers described in paragraphs 4 and 5 above) shall require or permit any laborer, mechanic, watchman, or guard in any workweek in which he/she is employed on such work, to work in excess of 40 hours in such workweek unless such laborer, mechanic, watchman, or guard receives compensation at a rate not less than one-and-one-half times his/her basic rate of pay for all hours worked in excess of 40 hours in such workweek.

8. Violation:

Liability for Unpaid Wages; Liquidated Damages: In the event of any violation of the clause set forth in paragraph 7 above, the contractor and any subcontractor responsible thereof shall be liable to the affected employee for his/her unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer, mechanic, watchman, or guard employed in violation of the clause set forth in paragraph 7, in the sum of \$10 for each calendar day on which such employee was required or permitted to work in excess of the standard work week of 40 hours without payment of the overtime wages required by the clause set forth in paragraph 7.

9. Withholding for Unpaid Wages and Liquidated Damages:

The SHA shall upon its own action or upon written request of any authorized representative of the DOL withhold, or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 8 above.

V. STATEMENTS AND PAYROLLS

(Applicable to all Federal-aid construction contracts exceeding \$2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural collectors, which are exempt.)

1. Compliance with Copeland Regulations (29 CFR 3):

The contractor shall comply with the Copeland Regulations of the Secretary of Labor which are herein incorporated by reference.

2. Payrolls and Payroll Records:

a. Payrolls and basic records relating thereto shall be maintained by the contractor and each subcontractor during the course of the work and preserved for a period of 3 years from the date of completion of the contract for all laborers, mechanics, apprentices, trainees, watchmen, helpers, and guards working at the site of the work.

b. The payroll records shall contain the name, social security number, and address of each such employee; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalent thereof the types described in Section 1(b)(2)(B) of the Davis Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. In addition, for Appalachian contracts, the payroll records shall contain a notation indicating whether the employee does, or does not, normally reside in the labor area as defined in Attachment A, paragraph 1. Whenever the Secretary of Labor, pursuant to Section IV, paragraph 3b, has found that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis Bacon Act, the contractor and each subcontractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, that the plan or program has been communicated in writing to the laborers or mechanics affected, and show the cost anticipated or the actual cost incurred in providing benefits. Contractors or subcontractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprentices and trainees, and ratios and wage rates prescribed in the applicable programs.

c. Each contractor and subcontractor shall furnish, each week in which any contract work is performed, to the SHA resident engineer a payroll of wages paid each of its employees (including apprentices, trainees, and helpers, described in Section IV, paragraphs 4 and 5, and watchmen and guards engaged on work during the preceding weekly payroll period). The payroll submitted shall set out accurately and completely all of the information required to be maintained under paragraph 2b of this Section V. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal stock number 029-005-0014-1), U.S. Government Printing Office, Washington, D.C. 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

d. Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his/her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) that the payroll for the payroll period contains the information required to be maintained under paragraph 2b of this Section V and that such information is correct and complete;

(2) that such laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in the Regulations, 29 CFR 3;

(3) that each laborer or mechanic has been paid not less than the applicable wage rate and fringe benefits or cash equivalent for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

e. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 2d of this Section V.

f. The falsification of any of the above certifications may subject the contractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 231.

g. The contractor or subcontractor shall make the records required under paragraph 2b of this Section V available for inspection, copying, or transcription by authorized representatives of the SHA, the FHWA, or the DOL, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the SHA, the FHWA, the DOL, or all may, after written notice to the contractor, sponsor, applicant, or owner, take such actions as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

VI. RECORD OF MATERIALS, SUPPLIES, AND LABOR

1. On all Federal-aid contracts on the National Highway System, except those which provide solely for the installation of protective devices at railroad grade crossings, those which are constructed on a force account or direct labor basis, highway beautification contracts, and contracts for which the total final construction cost for roadway and bridge is less than \$1,000,000 (23 CFR 635) the contractor shall:

a. Become familiar with the list of specific materials and supplies contained in Form FHWA-47, "Statement of Materials and Labor Used by Contractor of Highway Construction Involving Federal Funds," prior to the commencement of work under this contract.

b. Maintain a record of the total cost of all materials and supplies purchased for and incorporated in the work, and also of the quantities of those specific materials and supplies listed on Form FHWA-47, and in the units shown on Form FHWA-47.

c. Furnish, upon the completion of the contract, to the SHA resident engineer on Form FHWA-47 together with the data required in paragraph 1b relative to materials and supplies, a final labor summary of all contract work indicating the total hours worked and the total amount earned.

2. At the prime contractor's option, either a single report covering all contract work or separate reports for the contractor and for each subcontract shall be submitted.

VII. SUBLETTING OR ASSIGNING THE CONTRACT

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the State. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635).

a. "Its own organization" shall be construed to include only workers employed and paid directly by the prime contractor and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor, assignee, or agent of the prime contractor.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph 1 of Section VII is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the SHA contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the SHA contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the SHA has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

VIII. SAFETY: ACCIDENT PREVENTION

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the SHA contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

IX. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, the following notice shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

NOTICE TO ALL PERSONNEL ENGAGED ON FEDERAL-AID HIGHWAY PROJECTS

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined not more than \$10,000 or imprisoned not more than 5 years or both."

X. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$100,000 or more.)

By submission of this bid or the execution of this contract, or subcontract, as appropriate, the bidder, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any facility that is or will be utilized in the performance of this contract, unless such contract is exempt under the Clean Air Act, as amended (42 U.S.C. 1857 *et seq.*, as amended by Pub.L. 91-604), and under the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 *et seq.*, as amended by Pub.L. 92-500), Executive Order 11738, and regulations in implementation thereof (40 CFR 15) is not listed, on the date of contract award, on the U.S. Environmental Protection Agency (EPA) List of Violating Facilities pursuant to 40 CFR 15.20.
2. That the firm agrees to comply and remain in compliance with all the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act and all regulations and guidelines listed thereunder.
3. That the firm shall promptly notify the SHA of the receipt of any communication from the Director, Office of Federal Activities, EPA, indicating that a facility that is or will be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.
4. That the firm agrees to include or cause to be included the requirements of paragraph 1 through 4 of this Section X in every nonexempt subcontract, and further agrees to take such action as the government may direct as a means of enforcing such requirements.

XI. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

1. Instructions for Certification - Primary Covered Transactions:

(Applicable to all Federal-aid contracts - 49 CFR 29)

- a. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.
- c. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.
- d. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- e. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations.
- f. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
- g. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the nonprocurement portion of the "Lists of Parties Excluded From Federal Procurement or Nonprocurement Programs" (Nonprocurement List) which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph f of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

b. Have not within a 3-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1b of this certification; and

d. Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

2. Instructions for Certification - Lower Tier Covered Transactions:

(Applicable to all subcontracts, purchase orders and other lower tier transactions of \$25,000 or more - 49 CFR 29)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "primary covered transaction," "participant," "person," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XII. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

(Applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 - 49 CFR 20)

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

**ATTACHMENT A - EMPLOYMENT PREFERENCE FOR
APPALACHIAN CONTRACTS**
(Applicable to Appalachian contracts only.)

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

- a. To the extent that qualified persons regularly residing in the area are not available.
- b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.
- c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph 1c shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph 4 below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which he estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, he shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within 1 week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph 1c above.

5. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

EXHIBIT C

WORK SCHEDULE

Project work to begin within six months of receiving the approved signed contract and letter to proceed.

Construction will be completed by date stated in the contract, Article IV, Time of Performance.

Award contract	June 1, 2008
Construction NTP	June 1, 2008
Substantial Completion	March 19, 2009
Final inspection	April 30, 2009
Punch List Complete	June 30, 2009

EXHIBIT D

BUDGET ESTIMATE

CSSTP-0006-00 (884)

P. I. No. 0006884

DESCRIPTION

COST

**Johnson Ferry Road Sidewalks
CSSTP-0006-00(884), P.I. 0006884**

ITEM NO.	DESCRIPTION	UNITS	APPROX QTY	UNIT PRICE	AMOUNT
ROADWAY ITEMS:					
150-1000	TRAFFIC CONTROL - CSSTP-0006-00(884)	LS	1	\$ 44,300.00	\$ 44,300.00
163-0232	TEMPORARY GRASSING	AC	1	\$ 500.00	\$ 500.00
163-0240	MULCH	TN	6	\$ 400.00	\$ 2,400.00
163-0300	CONSTRUCTION EXIT	EA	2	\$ 0.01	\$ 0.02
163-0520	CONSTRUCT AND REMOVE TEMPORARY PIPE SLOPE DRAIN	LF	500	\$ 0.01	\$ 5.00
163-0550	CONSTRUCT AND REMOVE INLET SEDIMENT TRAP	EA	25	\$ 0.01	\$ 0.25
165-0010	MAINTENANCE OF TEMPORARY SILT FENCE, TP A	LF	2250	\$ 0.01	\$ 22.50

165-0101	MAINTENANCE OF CONSTRUCTION EXIT	EA	2	\$ 0.01	\$ 0.02
165-0105	MAINTENANCE OF INLET SEDIMENT TRAP	EA	25	\$ 0.01	\$ 0.25
171-0010	TEMPORARY SILT FENCE, TYPE A	LF	4500	\$ 1.50	\$ 6,750.00
207-0203	FOUND BKFILL MATL, TP II	CY	70	\$ 40.00	\$ 2,800.00
210-0100	GRADING COMPLETE - CSSTP-0006-00(884)	LS	1	\$ 80,000.00	\$ 80,000.00
310-1101	GR AGGR BASE CRS, INCL MATL	TN	1130	\$ 27.00	\$ 30,510.00
318-3000	AGGR SURF CRS (AS DIRECTED BY THE ENGINEER)	TN	150	\$ 18.00	\$ 2,700.00
402-3131	RECYCLED ASPH CONC 9.5 MM SUPERPAVE, GP 2 ONLY, INCL BITUM MATL & H LIME	TN	100	\$ 143.00	\$ 14,300.00
402-3190	RECYCLED ASPH CONC 19 MM SUPERPAVE, GP 1 OR 2, INCL BITUM MATL & H LIME	TN	110	\$ 127.00	\$ 13,970.00
413-1000	BITUM TACK COAT	GL	85	\$ 2.50	\$ 212.50
441-0016	DRIVEWAY CONCRETE, 6 IN TK	SY	420	\$ 37.50	\$ 15,750.00
441-0104	CONC SIDEWALK, 4 IN	SY	3100	\$ 28.50	\$ 88,350.00

441-4020	CONC VALLEY GUTTER, 6 IN	SY	370	\$ 37.50	\$ 13,875.00
441-4030	CONC VALLEY GUTTER, 8 IN	SY	140	\$ 45.00	\$ 6,300.00
441-5002	CONCRETE HEADER CURB, 6 IN, TP 2	LF	370	\$ 16.00	\$ 5,920.00
441-6222	CONC CURB & GUTTER, 8 IN X 30 IN, TP 2	LF	5600	\$ 13.50	\$ 75,600.00
500-3800	CLASS A CONCRETE, INCL REINF STEEL	CY	30	\$ 350.00	\$ 10,500.00
550-1180	STORM DRAIN PIPE, 18 IN, H 1-10	LF	3800	\$ 38.00	\$ 144,400.00
550-1240	STORM DRAIN PIPE, 24 IN, H 1-10	LF	450	\$ 50.00	\$ 22,500.00
550-1720	STORM DRAIN PIPE, 72 IN, H 1-10	LF	60	\$ 260.00	\$ 15,600.00
550-4224	FLARED END SECTION 24 IN, STORM DRAIN	EA	1	\$ 750.00	\$ 750.00
603-2182	STN DUMPED RIP RAP, TP 3, 24 IN	SY	20	\$ 45.00	\$ 900.00
603-7000	PLASTIC FILTER FABRIC	SY	20	\$ 6.00	\$ 120.00
634-1200	RIGHT OF WAY MARKERS	EA	16	\$ 50.00	\$ 800.00
641-1100	GUARDRAIL, TP T	LF	75	\$ 46.00	\$ 3,450.00

641-1200	GUARDRAIL, TP W	LF	700	\$ 16.40	\$ 11,480.00
641-5001	GUARDRAIL ANCHORAGE, TP 1	EA	1	\$ 825.00	\$ 825.00
641-5012	GUARDRAIL ANCHORAGE, TP 12	EA	2	\$ 3,300.00	\$ 6,600.00
643-8200	BARRIER FENCE (ORANGE), 4 FT	LF	100	\$ 1.35	\$ 135.00
653-1501	THERMOPLASTIC SOLID TRAF STRIPE, 5 IN, WHITE	LF	5600	\$ 0.50	\$ 2,800.00
653-1704	THERMOPLASTIC SOLID TRAF STRIPE, 24 IN, WHITE	LF	95	\$ 3.30	\$ 313.50
653-180	THERMOPLASTIC SOLID TRAF STRIPE, 8 IN, WHITE	LF	1200	\$ 2.20	\$ 2,640.00
668-1100	CATCH BASIN, GP 1	EA	22	\$ 2,800.00	\$ 61,600.00
668-1110	CATCH BASIN, GP 1, ADDL DEPTH	LF	4	\$ 200.00	\$ 800.00
668-4300	STORM SEWER MANHOLE, TP 1	EA	1	\$ 3,000.00	\$ 3,000.00
700-6910	PERMANENT GRASSING	AC	1	\$ 3,000.00	\$ 3,000.00
700-7000	AGRICULTURAL LIME	TN	6	\$ 0.01	\$ 0.06
700-7010	LIQUID LIME	GL	5	\$ 0.01	\$ 0.05

700-8000	FERTILIZER MIXED GRADE	TN	1	\$ 0.01	\$ 0.01
700-8100	FERTILIZER NITROGEN CONTENT	LB	100	\$ 0.01	\$ 1.00
700-9300	SOD	SY	9700	\$ 7.00	\$ 67,900.00
702-0001	MISCELLANEOUS LANDSCAPING	LS	1	\$100,000.00	\$ 100,000.00
716-2000	EROSION CONTROL MATS, SLOPES	SY	2025	\$ 1.10	\$ 2,227.50
		TOTAL (ROADWAY ITEMS) :			\$ 866,607.66

EXHIBIT E

NOTICE TO CONTRACTORS

COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

During the performance of this Agreement, the Contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

1. Compliance with Regulations: The Contractor will comply with the Regulations of the Department of Transportation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the Regulations [also 49 CFR Part 27]), which are herein incorporated by reference and made a part of this contract.
2. Nondiscrimination: The Contractor, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the grounds of race, color, national origin, or sex in the selection and retention of subcontractors including procurement of materials and leases of equipment. The Contractor will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program, set forth in Appendix B of the Regulations. In addition, the Contractor will not participate either directly or indirectly in the discrimination prohibited by 23 CFR 710.405(b).
3. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations, either by competitive bidding or negotiations made by the Contractor for work to be performed under a subcontract, including procurement of materials or equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin or sex.
4. Information and Reports: The Contractor will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the State Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Contractor is in the exclusive possession

of another who fails or refuses to furnish this information, the Contractor shall so certify to the State Department of Transportation, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the State Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - a. withholding of payments to the Contractor under the contract until the Contractor complies, and/or
 - b. cancellation, termination or suspension of this contract, in whole or in part.

6. Incorporation of Provisions: The Contractor will include the provision of paragraphs (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, order, or instructions issued pursuant thereto. The Contractor will take such action with respect to any subcontract or procurement as the State Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the State to enter into such litigation to protect the interests of the State, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

EXHIBIT F

CERTIFICATION OF SPONSOR

DRUG-FREE WORKPLACE

I hereby certify that I am a principle and duly authorized representative of _____ whose _____ address is _____ and it is also that:

1. The provisions of Section 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the "Drug-Free Workplace Act" have been complied with in full; and,
2. A drug-free workplace will be provided for the sponsor's employees during the performance of the contract; and,
3. Each subcontractor hired by the SPONSOR shall be required to ensure that the subcontractor's employees are provided a drug-free workplace. The SPONSOR shall secure from that subcontractor the following written certification: "As part of the subcontracting agreement with _____, _____ certifies to the SPONSOR that a drug-free workplace will be provided for the subcontractor's employees during the performance of this contract pursuant to paragraph (7) of subsection (b) of the Official Code of Georgia Annotated Section 50-24-3"; and,
4. It is certified that the undersigned will not engage in unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the contract.

Date

Signature

APPENDICES

Appendix A	Sponsor Certification regarding Debarment, Suspension, and other Responsibility Matters
Appendix B	Lower Tier Contractor Certification regarding Debarment, Suspension, and other Responsibility Matters
Appendix C	Certification of Department of Transportation - State of Georgia

APPENDIX A

SPONSOR

CERTIFICATION REGARDING DEBARMENT, SUSPENSION,

AND

OTHER RESPONSIBILITY MATTERS

I hereby certify that I am the _____ and duly authorized representative of _____, whose address is _____, and I certify that I have read and understand the attached instructions and that to the best of my knowledge and belief the firm and its representatives:

- 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by the Georgia Department of Transportation and by any Federal department or agency;
- 2) Have not within a three year period preceding this Agreement been convicted of or had a civil judgment rendered against the firm or its representatives for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State, or Local) transaction or contract under a public transaction in violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- 3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and,
- 4) Have not within a three year period preceding this Agreement had one or more public transaction (Federal, State or Local) terminated for cause or default.
- 5) That the firm will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction" as attached hereto and without motivation, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

I acknowledge that this certification is provided pursuant to Executive Order 12549 and 49 CFR Part 29 and that this firm agrees to abide by the rules and conditions set forth therein for any misrepresentation that would render this certification erroneous, including termination of this Agreement and other remedies available to the Georgia Department of Transportation and Federal Government.

I further acknowledge that this certificate is to be furnished to the Georgia Department of Transportation, in connection with this Agreement involving participation of Federal-Aid Highway Funds, and is subject to applicable State and Federal laws, both criminal and civil.

Date _____ (Seal)

Instructions for Appendix A Certification

Certification Regarding Debarment, Suspension, and Other Responsibility Matters -- Primary Covered Transactions (SPONSORs)

1. By signing and submitting this contract the SPONSOR is providing the certification set out in Appendix A.
2. The inability of the SPONSOR to provide the certification required may not necessarily result in denial of participation in this covered transaction. The SPONSOR shall then submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the Department's determination whether to enter into this transaction. However, failure of the SPONSOR to furnish a certification or an explanation shall disqualify such person or firm from participation in this transaction.
3. The certification, Appendix A, is a material representation of fact upon which reliance is placed by the Department before entering into this transaction. If it is later determined that the SPONSOR knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department may terminate this transaction for cause of default.
4. The SPONSOR shall provide immediate written notice to the Department if at any time the SPONSOR learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in these instructions and the certification, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the Department for assistance in obtaining a copy of those regulations.
6. The SPONSOR agrees by submitting this proposal/contract that should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person/firm who is debarred, suspended, declared ineligible, or

voluntarily excluded from participation in this covered transaction unless authorized by the Department.

7. The SPONSOR further agrees by submitting this proposal/contract that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," as provided by the Department without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A SPONSOR, in a covered transaction may rely upon a certification of a prospective participant in lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. The SPONSOR may decide the method and frequency by which it determines the eligibility of its principals.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by these instructions. The knowledge and information of SPONSOR is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if the SPONSOR in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction in addition to other remedies available to the Federal Government, the Georgia Department of Transportation may terminate this transaction for cause or default.

APPENDIX B

LOWER TIER CONTRACTOR CERTIFICATION REGARDING DEBARMENT,
SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

I hereby certify that I am the _____ and duly authorized representative of the firm of _____, whose address is _____, and I certify that I have read and understand the attached instructions and that to the best of my knowledge and belief the firm and its representatives:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by the Georgia Department of Transportation and by any Federal department or agency;
- (b) I acknowledge that this certification is provided pursuant to Executive Order 12549 and 49 CFR Part 29 and that this firm agrees to abide by the rules and conditions set forth therein for any misrepresentation that would render this certification erroneous, including termination of this Agreement and other remedies available to the Georgia Department of Transportation and Federal Government.
- (c) I further acknowledge that this certificate is to be furnished to the Georgia Department of Transportation, in connection with the Prime Contractor Agreement involving participation of Federal-Aid Highway Funds, and is subject to applicable State and Federal laws, both criminal and civil.

Date _____ (Seal)

INSTRUCTIONS

Instructions for Appendix H Certification

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion --- Lower Tier Covered Transactions

This certification applies to subcontractors, material suppliers, vendors and other lower tier participants.

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out in Appendix H.
2. The certification, Appendix H, is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department or Agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which the proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms “covered transaction”, “debarred”, “suspended”, “ineligible”, “lower tier covered transaction”, “participant”, “person”, “primary covered transaction”, “principal”, “proposal”, and “voluntarily excluded”, as used in these instructions and the certification, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal/contract that should the proposed covered transaction be entered into, it shall not knowingly enter into a lower tier covered transaction with a person/firm who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction unless authorized by the Department or Agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal/contract that it will include the clause titled “Certification Regarding Debarment, Suspension, Ineligibility and

Voluntary Exclusion---Lower Tier Covered Transaction”, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in lower tier covered transaction that it is not debarred, suspended, ineligible, or

voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if the participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction in addition to other remedies available to the Federal Government, the Department or Agency may pursue available remedies, including suspension and/or debarment.

APPENDIX C

CERTIFICATION OF DEPARTMENT OF TRANSPORTATION

STATE OF GEORGIA

I hereby certify that I am the Commissioner of the Department of Transportation of the State of Georgia, and that the above consulting firm or his representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this Agreement to:

- a. employ or retain, or agree to employ or retain, any firm or person, or
- b. pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind; except as here expressly stated, (if any):

I acknowledge that this certificate is to be furnished to the Federal Highway Administration, U.S. Department of Transportation, in connection with this Agreement involving participation of Federal-aid Highway Funds, and is subject to applicable State and Federal Laws, both criminal and civil.

Date

Commissioner

APPENDIX – G Request for Approval for Consultant Quality Assurance Materials Testing Federal-Aid Local Let Projects

Local Government Responsibilities for Materials Quality Assurance

Local Government must submit the OMR-LAP-1v4 form to the GDOT Project Manager

Local Government must arrange with GDOT to perform the Materials Testing

–or–

Local Government must hire a consultant prequalified in Area Classes 6.04a and 6.04b to perform the
Materials Testing and

- Using OMR-LAP-1v4 obtain approval of any Consultant testers.
- Notify or have Consultant notify Contractor at the Preconstruction Conference that this is a GDOT Federal-aid project and that Qualified Products List (QPL) sources and the GDOT project number must be utilized.
- Notify or have Consultant notify GDOT Testing Management Operations Supervisor (TMOS) at least one week prior to any asphalt work.
- Ensure or have Consultant ensure that only testing personnel with GDOT certifications perform testing on the project, and all testing must be in accordance with GDOT's Sampling Testing and Inspection Manual.
- Complete or require Consultant to complete quarterly Materials Certificate (MC) Checklist and submit to the Materials Audit Unit at GDOT Office of Materials and Research (OMR) as required in GDOT Construction Manual. Contact OMR if you do not have a Checklist prior to work starting on the project.
- Provide test results to GDOT through the Field Data Collection System (FDCS) or hardcopy.
- Complete or require Consultant to complete final MC Checklist and submit to the Materials Audit Unit at OMR as required in GDOT Construction Manual
Independent Assurance testing will be performed by GDOT based on the names of the technicians submitted on form OMR-LAP-1v4.

***Testing Management Operations Supervisor (TMOS) Phone Numbers:**

District	Number
District1/Gainesville	770-535-5706
District 2/Tennille	478-552-4707
District 3/Thomaston	706-646-6614
District 4/Tifton	229-386-3073
District 5/Jesup	912-427-5750
District 6/Cartersville	770-387-3662
District 7/Metro Atlanta	404-608-4835

Office of Materials and Research Contact Information

Georgene Geary or Rick Douds

404-608-4700

Federal-Aid Local Let Projects Materials Quality Assurance

(Complete for ALL Federal-Aid Local Let projects)

SELECT ONE:

Request GDOT to perform Materials Testing (Complete Section 1)

Request Approval for Consultant Quality Assurance Materials Testing (Complete Sections 1 and 2)

Section 1

Project Number/County/GDOT District: _____

GDOT Contract ID Number/Proposed Let Date: _____

Project Description: _____

Local Government Responsible for Letting Project: _____

Local Govt. Project Manager Contact Name & Number:

Section 2

GDOT Certified Technicians to be responsible for testing on the project:

1) Roadway Testing Technicians (RTT) - are required to perform field density testing on embankment, pipe backfill, subgrade and all asphalt layers, along with sampling misc. materials

List GDOT Certified Roadway Testing technician(s) who will be performing testing:

GDOT RTT Certification Number	Name/ Employer

2) Concrete **– GDOT Certified Concrete technician(s) are required to perform all field concrete testing (slump, air, Temperature, making and curing cylinders-ASTM C31; in preparation for compression strength test-ASTM C39)

List who will be performing concrete testing & GDOT certification number:

GDOT Concrete Certification Number	Name/ Employer

Attach additional sheets as necessary.

**Please note if a Bridge or other major structure is involved: _____

NOTE: Labs performing any testing shall be accredited in the testing to be performed (i.e. AASHTO T-22 or ASTM C-39 for concrete cylinders) by the AASHTO Accreditation Program (AMRL and/or CCRL).

3) Hot Mix Asphalt

GDOT specifications require the Contractor to perform mixture Acceptance testing at the plant. GDOT will perform Verification Testing at the asphalt plant as a part of the existing QPL process. The Local Government is responsible for notifying GDOT’s Testing Management Operations Supervisor (TMOS) at least one week prior to start of work.

APPROVED: _____

State Materials and Research Engineer

Date

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APPENDIX – H PRELIMINARY ENGINEERING OVERSIGHT FOR PROJECT MANAGERS

D.O.T. 00

DEPARTMENT OF TRANSPORTATION STATE OF GEORGIA

INTERDEPARTMENTAL CORRESPONDENCE

FILE OFFICE Planning
DATE September 17, 2010

FROM 
Angela T. Alexander, State Transportation Planning Administrator

TO Todd I. Long, PE, PTOE, Director of Planning
Gerald M. Ross, PE, Chief Engineer/Deputy Commissioner

SUBJECT Preliminary Engineering Oversight for Project Managers/Project Delivery Staff

Note: This memo supersedes the previous PE Oversight Memo, dated August 17, 2010. PE Oversight funding for Safe Route to School (SRTS) projects are eligible for PE Oversight funds, paid for with funding from the SRTS program. No other changes were made to the memo.

As you are aware, the Department is unable to continue funding PE oversight with 100% motor fuel funds due to the decline in motor fuel revenues. As a result, the Department needs an established procedure detailing the circumstances under which the Department will fund PE oversight with federal-aid funds (matched with state motor fuel funds) and when the Department will request that the local government/project sponsor fund the Department's expenses associated with PE oversight. The PE Oversight funds will be used to fund staff man-hours and any other associated expenses incurred by any GDOT employee working on the project. Please note that the process detailed below applies equally to routes both on and off the state highway system.

GDOT Funds PE Oversight with Federal-Aid:

The Department will fund PE oversight with federal-aid funds (and matching motor fuel funds), only if a subsequent project phase (ROW, UTL, CST) is programmed within the first 4 active years of the currently approved TIP/STIP. The source of federal-aid funds to be used for the PE oversight activities is as follows:

- 1) Projects on the National Highway System will use NHS funds (L050) to finance GDOT's PE oversight expenses
- 2) Projects *not* on the National Highway System but eligible for Surface Transportation Program (STP) funds, will follow one of the scenarios below:
 - a) Projects in urban areas between 5,000 and 199,999 in population will use L200 funds (with MPO approval, if applicable)
 - b) Projects in urban areas with a population greater than 200,000 will use L230 funds (with MPO approval)
 - c) Projects in rural areas with a population less than 5,000 will use L250 funds
 - d) The Department may, at the joint discretion of the Chief Engineer and Director of Planning, apply L240 funds to any federal-aid eligible project

- 3) Projects which have received an earmark in federal legislation, will use a portion of the earmark funding for GDOT's PE oversight expenses, pending MPO approval if applicable. (Note: earmark funded projects could receive PE oversight funding regardless of the funding being programmed within the first 4 active years of a currently approved TIP/STIP).
- 4) Projects funded with Safe Route to School (SRTS) funds will use SRTS funds to finance GDOT's PE oversight expenses, regardless of whether or not a subsequent phase of the project appears in the STIP/TIP.

GDOT Requests Local Government/Project Sponsor to Fund PE Oversight:

The Department will request that the local government fund PE oversight with 100% local funds under the following conditions:

- 1) A subsequent phase of the project is not programmed within the first 4 active years of the Currently approved TIP/STIP
- 2) The MPO has elected to not approve the use of L200 or L230 funds for GDOT's PE oversight expenses
- 3) The project is funded with CMAQ funds
- 4) The project is funded with an earmark identified in federal legislation and the local government/entity which secured the earmark (or MPO, if applicable) declines to allow GDOT to use a portion of the earmark for PE oversight expenses
- 5) The project is currently funded entirely with local funds; however, the local government intends to secure federal funding at a future date

Once the PE oversight process is implemented, it will be the responsibility of the GDOT Project Manager to work with the GDOT Office of Financial Management to establish an appropriate amount of federal-aid funded PE oversight funding, or work with the local government to secure locally sourced PE oversight funds.

If you approve of this process, please sign below. Once an acceptable process is developed and approved by both the Chief Engineer and Director of Planning, we will provide the finalized process to the Office of Program Control for distribution to the GDOT Project Managers and incorporation into future Project Framework Agreements. If you have any questions, please contact Matthew Fowler at 404-631-1777.

Approved:  _____ 7/27/10
 Todd I. Long, PE, PTOE, Director of Planning Date

Approved:  _____ 10/7/20
 Gerald M. Ross, PE, Chief Engineer/Deputy Commissioner Date

ATA:MF

APPENDIX I – GDOT LOCAL LET PROCEDURE AND EXAMPLE LETTERS

1. Local Let Procedures for Project Managers
2. GDOT Invoicing Procedures for Project Managers
3. Example Letter 1 – Request for Authorization of Construction Funds
4. Example Letter 2 – Notice to Proceed to Bid to LG
5. Example Letter 3 – Notice to Proceed to Construction to District Construction Office
6. Example Letter 4 – Notice to Proceed to Construction to LG

GDOT LOCAL LET PROCEDURES FOR PROJECT MANAGERS

Conventional Projects only

(Transportation Enhancement (TE) projects follow different steps. See [TE Sponsor Guidebook](#))

Upon completion of the Plan Development Process, the Local Government (LG) will submit to the Project Manager (PM) a request for authorization of construction funds.

Documents to be submitted are:

- A cover letter requesting construction funding authorization
- A letter from the Local Government verifying the project meets the STIP or TIP requirements
- GDOT's environmental certification
- A copy of the ROW certification (as submitted to the GDOT Right of Way Local Government Coordinator)
- Utility certification letter, including copies of executed utility agreements
- ADA compliance letter
- PS&E Package

Upon review and approval of the authorization package by the project Manager, the Project Manager will:

- Submit a GDOT Form 1625 Spending Authority request for GDOT Management approval for the estimated construction amount
- Verify the Utility certification with the District Utility Office
- Verify the ROW certification with the District LG Coordinator

Upon approval of the 1625, and confirmation of the utility and ROW certifications, the GDOT Project Manager will forward all documents to the GDOT State Project Review Engineer for oversight compliance of Federal-aid procedures ([see example letter #1 - Request for Authorization of Const Funds to Engineering Services](#)).

Once the construction funds have been authorized in FMIS and the funding shows up in the Project Financial Report (PFR) under the construction section, then the PM will send Notice to Proceed to Bids to the Local Government ([see example letter #2 - Notice to Proceed to Bid to Local Government](#)). The DBE goal should be requested from the GDOT EEO office.

The PM should also refer to the ["Construction Engineering Oversight for Project Managers/Construction Staff"](#) memo dated June 17, 2011 that explains the funds required for construction oversight at the LG must provide before the Local Let Construction Contract is executed.

Once the Local Government has received the bids for the project, the LG should send the top three bids to the PM to review for discrepancies. The PM should consult with the District estimator and the District Construction Engineer (as well as the FHWA Transportation Engineer

for full oversight projects) to review the bids. The PM should get written concurrence from the District Engineer that the bid is acceptable and then the PM should create the **Local Let Construction Contract** (see template on the internal website under Forms) using the low bid amount at the approved 80% - 20% rate (or other approved split). The bid amount is the authorized amount plus any construction management fees and oversight engineering and inspection costs (up to the cap in the TIP or STIP).

The PM should send 4 hardcopies to the LG for execution ([see example letter #3 - Local Let Construction Agreement to the Locals for execution](#)).

The PM should also request that the Local Government provide a copy of its contract proposal and provisions for review and approval. The Local Government should use the boilerplate template provided by GDOT to cover the federal requirements of the contract. The boilerplate is located on the GDOT website at:

<http://www.dot.ga.gov/localgovernment/TransportationPrograms/Documents/LAP-Contractor.pdf>.

Once the LG returns the 4 executed copies of the Construction Agreement to the PM, the PM should request a **Contract ID Number** from the Office of Financial Management (OFM) General Accounting Office Administrator. This contract ID number is received from one of two individuals in OFM dependant on the type of project (whether TEA/LCI or normal Locally Administered project).

OFM will need the contractor's name, actual let date, the bid award amount and a copy of the Construction Agreement signed by the LG to create the contract ID number. This contract ID number starts the process to create a Purchase Order to bill construction activities to.

Upon receipt of the contract ID number, the PM should enter the Construction Agreement into CATS for internal routing for signatures. Once the Agreement has been executed, the PM should send a copy of the executed Agreement and a letter to the District Construction Engineer requesting that the Local Government be giving **Notice to Proceed** to award the contract to the low bid contractor ([see example letter #4 - Notice to Proceed to Construction to District Construction Office](#)).

OFM keeps a copy of the agreement and the PM will send a copy to General Files, the District Construction Engineer for the Local Government, and keep a copy. A duplicate should also be sent to the Area Office and the Office of Materials and Research (see example letter #4 that shows who should be copied).

Once the contract between the Local Government and the contractor is executed, the PM should request a copy from the Local Government to send to the State Office of Construction and the Office of Materials and Research.

The PM should attend the Local Government Pre-Construction meeting between the contractor and the Local Government, and explain that any contract modifications or time extensions will need to be coordinated with GDOT (using the contract modifications form).

GDOT INVOICING PROCEDURES FOR PROJECT MANAGERS

Conventional Projects only – Reimbursed PE

1. The Project Framework Agreement (PFA) (also known as the LGPA – Local Government (LG) Project Agreement and the PMA – Project Management Agreement)
 - a. This document outlines the commitments the Local Government will complete in doing Local PE activities and the funding sources for the PE.
2. If the project has reimbursable PE:
 - a. The LG should invoice the Department monthly with a cover letter from the Local Government outlining the eligible expenses and the agreed upon billing expense (80% federal, 20% local usually).
 - b. The PM should review the invoice for correctness; make sure the contract amount has been allocated, make sure the percent being reimbursed is correct, make sure the contract amount is correct on the invoice, blue stamp or red stamp the invoice (if it's a replacement) then sign and date inside the stamp.
 - c. The PM should fill out DOT form 1678 (Voucher Summary) – *located on Policies and Procedures under Excel Forms – search by DOT1678.*
 - i. Submit LG invoice along with the filled out 1678 to the Office Head for approval.
 - ii. After Office Head approval, make 1 copy of the LG invoice (minus the supportive documentation) and two copies of the signed 1678 form.
 - iii. Make 1 PDF of the LG invoice along with the 1678.
 1. File a PDF in the electronic folder for the project
 2. Send a PDF to the contract specialists in OPD for their files
 - iv. Submit the original LG invoice and 1678; and copies to Contracts Payable for payment through an interdepartmental envelope labeled to Contracts Payable.

EXAMPLE 2

Vance C. Smith, Jr., Commissioner



GEORGIA DEPARTMENT OF TRANSPORTATION

One Georgia Center, 600 West Peachtree Street, NW
Atlanta, Georgia 30308
Telephone: (404) 631-1000

Date
Project Number, County
Project Name
P.I. No.

Local Government address:

Mayor XXXX

Attn: XXXX

Dear Mayor XXXX:

This serves as your Notice to Proceed to advertise for bids on the above referenced project. As per state and federal law, you are reminded the City/County must publish bid advertisements for a minimum of two consecutive weeks starting at least three weeks in advance of the bid opening. The advertisement shall be published in the local legal organ. Competitive bidding practices must be followed in the award of the contract.

When the sponsor is ready to recommend a Contractor for the project, the Sponsor shall notify the Department in writing in tabular form with a list of all bidders and the bid amount for each bidder. This form shall include all DBE Contractors with percentages for each bidder on the list. The Budget Estimate shall be included as submitted for the letting for the recommended Contractor. DBE Goals and forms must be included in the Bid Documents.

DBE Goal: (enter approved goal)%

The Sponsor shall ensure all contracts as well as any subcontracts for the construction of the project shall comply with the Federal and State legal requirements imposed on the Department and any amendments thereto. Specifically, but not limited to the provisions governing the Department's authority to contract, Sections 32-2-60 through 32-2-77 of the Official Code of Georgia Annotated; the Department's Rules and Regulations governing the Prequalification of Prospective Bidders, Chapter 672-5; and the Department's Standard Specifications and Special Provisions.

The Contract shall not be awarded until a Construction Agreement has been executed and a written Notice to Proceed to Construction is given by the Georgia Department of Transportation.

Please contact (provide name and number) should you have any questions or concerns.

Sincerely,

Name

State Program Delivery Engineer

Initials

C:

EXAMPLE 4

Vance C. Smith, Jr., Commissioner



GEORGIA DEPARTMENT OF TRANSPORTATION

One Georgia Center, 600 West Peachtree Street, NW
Atlanta, Georgia 30308
Telephone: (404) 631-1000

Date
Project Number, County
Project Name
P.I. No.

Local Government address:

Mayor XXX

Attn: XXX

Dear Mayor XXX:

The Department is pleased to give the City/County the Notice to Proceed (NTP) for the construction of the above referenced project. Attached for your records is the executed construction agreement for the above referenced project. The contract ID number is shown below. The City/County should send an award notice to this office and to Angela Robinson, Administrator, Office of Financial Management, when the contract is awarded. The award notification should include the following information:

- Project number: CM-7533-00(000)
- Project Identification (P.I.) number: 753300
- Contract ID#: CSOPDTEA100349
- Name of Contractor
- Award amount

A transition meeting will be scheduled between the Local Government contractor and GDOT by the Area Engineer once the award notice has been received.

Also, please send a copy of the final plans and a copy of the executed contract between the City/County and the Contractor to the Georgia DOT Area Engineer, Name, and the Georgia DOT Construction Engineer, Name, at the following addresses:

Area Office address

District Construction Office address

In addition, the following process outlined below should be adhered to for this project:

- The Area Engineer should be notified of any preconstruction conferences scheduled.
- The Area Engineer or designated staff will perform periodic inspections during construction.
- The Department will reimburse the City/County as invoices are received (preferably monthly).
- All DBE requirements applicable are the responsibility of the City/County or sponsor. Failure to submit quarterly DBE reports may result in the Area Engineer holding requests for payment.

- Where the Department is responsible for construction supervision, field testing and oversight, all coordination of these activities will be through the Area Engineer. Prior to final field inspection by the City/County the Area Engineer will provide a copy of the form "Sponsor's Certification of Final Acceptance" for the City/County to complete. The Area Engineer will not be required to attend the Final Inspection. However, it is suggested that the Area Engineer or a representative attend if possible.
- The Office of Financial Management will limit payments to the Federal share amount authorized, except for projects that the matching funds were provided to the Department by the City/County prior to construction authorization. All contract overruns are the responsibility of the City/County.
- The City/County is required to provide the Area Engineer all material statements of the product used on the project. This information will be sent to the Office of Materials and Research for their review. The Office of Materials and Research will then issue a materials certificate to the City/County.
- The City/County will provide the Area Engineer a final invoice, Sponsor's Certification of Final Inspection, and materials certificate. The Area Engineer will submit these documents to the District Office of Contracts Administration for recommending Final Acceptance.
- A Final Acceptance form from the District will include the Certification of Final Inspection and materials certificate. The State Construction Engineer will make the Final Acceptance determination.

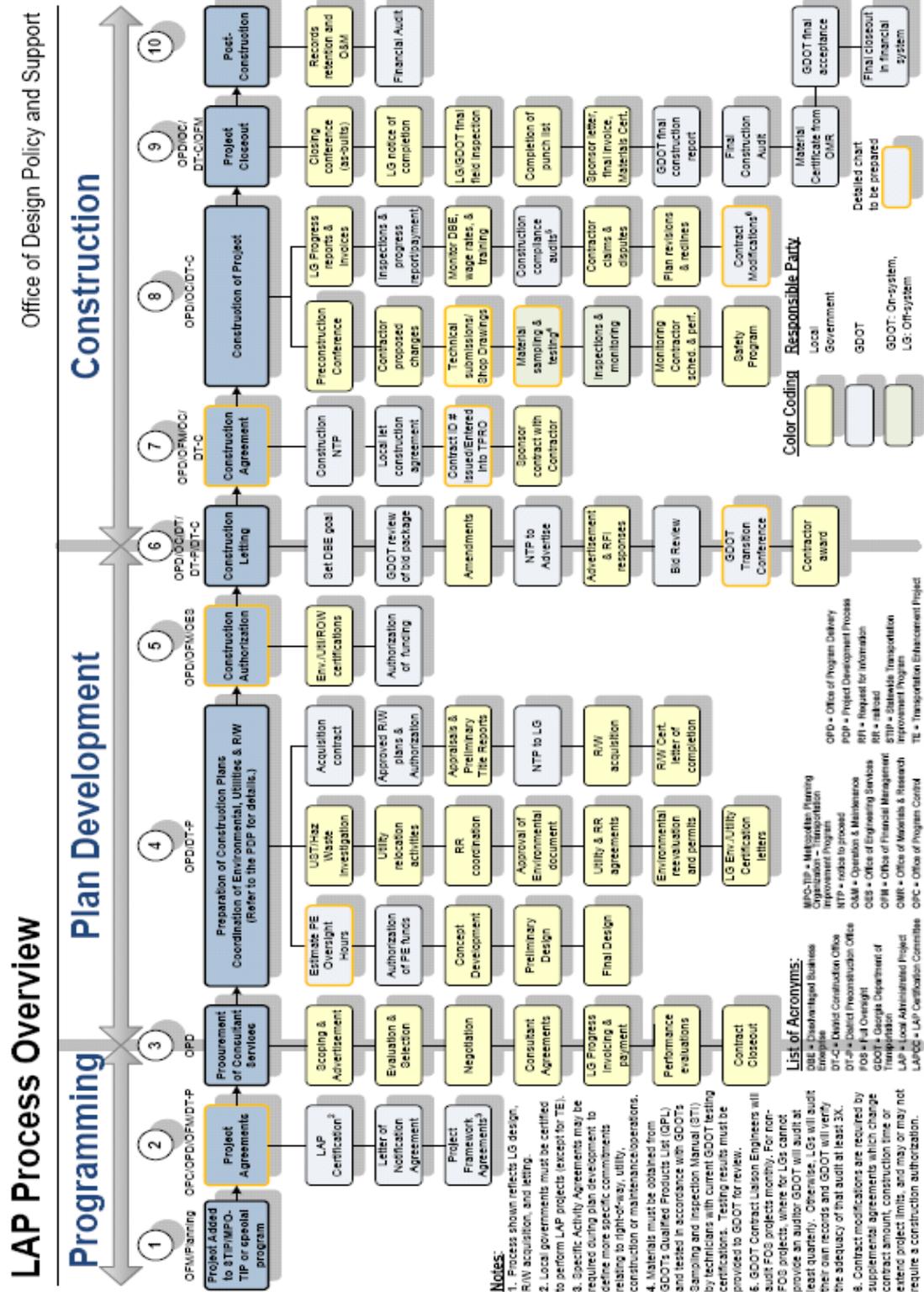
If this Office can be of any further assistance to you on this project, please contact PM name at PM telephone number.

Sincerely,

Name
District Engineer

Initials
C:
District Construction Engineer
Area Engineer
State Materials and Research Engineer

APPENDIX J - LAP PROCESS OVERVIEW



Tuesday, March 15, 2011

PRINT THIS PAGE ON 11"x17" SHEET

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APPENDIX – K CONTRACT MODIFICATION FORM

**DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA
CONTRACT MODIFICATION SIGNATURE FORM
(Local Administered Projects)**

DATE: _____

MODIFICATION: _____
(Type and No.)

Project No.: _____

GDOT PI No.: _____ County: _____

Contract ID: _____

PCN: _____

LOCAL GOVERNMENT: _____

Details of the change explaining why needed (attach executed contract agreement between the Local Government and Contractor):

Do Not Concur / Non-Participating

Concur / Non-Participating

Concur / Participating

Date Funding approved: _____

Amount (Federal Portion)

The current project amount is: _____

The revised project amount is: _____

Total Change Requested: _____

Recommended By: _____ Date: _____
(Area Engineer)

Concurred: _____ Date: _____
(Project Manager)

Approved By: _____ Date: _____
(Office Head - Program Delivery)

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A

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